

Rental Agreement

("Agreement")

Terms and Conditions

RENTAL AGREEMENT ACCEPTANCE

Please note that your ("*Guest*") reservation must be reviewed and approved by Kauai Ohana Vacation Rentals Inc. ("*Agent*"). If reservation is confirmed by Agent, Guest will receive a follow-up email, within 48 hours, with a contract containing a) The Booking Confirmation and b) this Agreement. If Guest does not receive this follow-up email, please contact Agent. If this contract is not completed by Guest and returned to Agent within 7 days, Guest reservation is subject to cancellation. Guest may return the completed contract by fax, or scan and send by email. Guest may cancel their reservation within 48 hours of making it, without any penalty. After 48 hours, or Guest occupancy of the property, these terms and conditions are deemed accepted by Guest.

Phone: 866-44-OHANA (64262)

Fax: 866-413-6178

Spencer@KauaiOhanaVacationRentals.com

PAYMENT TERMS

If Guest reservation is more than 90 days in the future, Agent will collect a \$600.00 booking deposit. The balance of Guest payment is due 90 days prior to the commencement date of the confirmed rental period ("*Check-in-date*"). By authorizing the rental deposit payment via credit card or electronic check ("*eCheck*"), Guest is authorizing Agent to charge a credit card or eCheck, the balance of the total charges on the balance due date. When paying balance, Agent offers payment by credit card but must charge an additional 3% service fee. Agent therefore encourages Guest to pay balance by eCheck. If payment by eCheck is not received by the balance due date, Agent will charge the balance plus a 3% service fee to the guest credit card on file. The 3% service fee does NOT apply to Guest's initial deposit. When Agent receives the balance payment, a confirmation receipt will be sent to Guest via email.

If Guest reservation is 90 days or less in advance of Check-in-date, Agent will charge full payment immediately against credit card or eCheck, or Guest must otherwise arrange for immediate payment or the reservation will not be accepted. When making full payment, Agent offers payment by credit card but must charge an additional 3% service fee. Agent therefore encourages Guest to make full payment by eCheck.

All, deposits, balance payments, full payments, and any other fees will be deposited into Agent's trust account at First Hawaiian Bank, Princeville, HI 96722.

FAILURE TO MAKE FINAL PAYMENT ON A TIMELY BASIS WILL RESULT IN THE AUTOMATIC CANCELATION OF GUEST'S RESERVATION AND LOSS OF ANY DEPOSIT PAID PURSUANT TO THIS AGREEMENT'S CANCELATION AND REFUND POLICY

_____ **INITIAL HERE THAT YOU UNDERSTAND THE PAYMENT TERMS**

CANCELATION AND REFUND POLICY

If Guest CANCELLATION is received 91 days or more prior to Check-in-Date, Agent will refund all deposits received minus a \$75.00 cancellation fee.

If Guest CANCELLATION is received 90 days or less prior to Check-in-Date, which includes a Guest's decision not to stay at a rental upon arrival, this will result in forfeiture of any and all collected money, except the guest's damage Insurance fee ("*Damage Fee*") and cleaning fee if balance or full payment has been made. If your reservation is canceled 90 days or less from arrival and the balance or full payment has not been made, the total deposit will be forfeited because the Damage Fee and cleaning fee are included in the final balance payment. However, if Guest cancels a reservation for any reason and a portion of the reserved period is re-booked at the same rate, a pro-rata refund will be made for those dates re-booked. Kauai Ohana Vacation Rentals may offer the canceled days to the public at a reduced rate. Refunds will be based only on the days rented and the actual amount collected from the replacement Guest on a per diem basis. Owner or Agent may make use of the home in the event of a cancellation with no refund due Guest. Refunds of rental payments, if any, whether complete or pro-rata will be subject to a service fee of 20% for all cancellation made 90 days or less prior to Check-In-Date.

If the rental unit becomes unfit for habitation as deemed by Owner and/or Agent, Guest payments are 100% refundable for any unused time at the home. Under no circumstances shall Guest be able to determine if a rental unit is unfit for habitation. To protect against cancellations caused by certain unforeseen events, such as illness, we recommend that Guests purchase travel insurance to assure refund of deposits and/or payments made.

If this contract is canceled for any reason, Guest no longer reserves the right to stay at the booked accommodation. However, this contract remains a legally binding contract and Guest agrees the applicable sections of the Agreement remain in full force and affect.

_____ **INITIAL HERE THAT YOU UNDERSTAND THE CANCELLATION POLICY**

RESERVATION CHANGE POLICY

Any changes made to an existing reservation 91 days or more prior to Check-in-date will be made at no charge (assuming the same number of days are available at the same daily rate). Any changes made to an existing reservation 90 days or less prior to Check-in-date are subject to approval by Agent and may have special cancellation terms and/or fees. All reservation changes are subject to approval by Agent.

INSURANCE/PROPERTY PROTECTION FEE

It is recommended that Guests purchase travel insurance. You are a valued guest and we want to do everything possible to make your trip enjoyable and worry free. Because the unforeseen and unexpected can occur before you leave or when you are away from home, we recommend CSA's Guest Cancellation Insurance Plan. If Guest purchases cancellation coverage from CSA, no refunds for rental payments will be provided to Guest or to CSA by Agent in conjunction with a cancelled reservation made 90 days or less prior to Check-in-date. Any and all reimbursement for rental payments will be made only from CSA and

subject to their current contract terms. For detailed information, go to <http://kauaiohanavacationrentals.com/guest-services/travel-insurance/> .

Damage Fee: This mandatory fee covers unintentional damages to the rental unit interior that occur during Guest stay, provided they are disclosed to management prior to check-out. Agent will pay a maximum benefit of \$1,500.00. Any damages that exceed \$1,500.00 will be charged to the Guest credit card or eCheck on file. If Guest damages real or personal property assigned to the rental accommodation during their confirmed rental period, Agent will reimburse the owner the cost of repairs or the actual cash value of the property, up to 1,500.00. Certain terms and conditions apply. Full details of the coverage can be found by going to <http://kauaiohanavacationrentals.com/guest-services/damage-insurance/> .

Damage protection will not apply to, and Guest will be responsible for, all repair or replacement costs if: Guest fails to report damage to Agent; the terms of this Agreement have been violated; Guest fails to return keys (house, pool, tennis, etc.) or garage door openers; damage is done in a deliberate act by the Guest or invitee of Guest; damage as the result of unauthorized entry into the owner’s locked closet, smoking in the unit, or unauthorized pets in the unit; trash disposal or excessive cleaning that is needed at check-out; fines resulting from violations of Agent’s policies, Home Owner Association policies, or any laws; Theft or damage caused by an act of nature, and loss of use of the rental property.

_____ **INITIAL HERE THAT YOU UNDERSTAND THE GUEST DAMAGE FEE POLICY**

RULES OF RENTAL OCCUPANCY

PLEASE NOTE: Agent is required to verify the total occupancy of our homes on a rotating basis during Guest stays, to comply with health and safety laws. **All occupants residing in the home are required to be listed below (If any occupants are minors, please include their age).**

The Guest named on this contract must be at least 25 years old.
All rentals are non-smoking inside and outside. Smoking is not allowed within 20 feet away from any door or window opening. If there is any evidence of smoking, Guest is responsible for the additional expenses for the remediation of all smoke odors and damage of the property with a minimum charge of \$250.00. The number of adults and children staying at the rental must be disclosed by Guest when making the reservation. If the number of Guests (every person counts as 1 regardless of age) in your group changes, this must be communicated in writing to Agent. Additional guests beyond those identified at the time of booking are not permitted and will result in an additional fee of \$50 per person/per night. Reservations are for quiet residential vacation accommodations only. Therefore, parties, events, receptions, and gatherings of any kind are strictly prohibited without the express written consent of

Agent. No additional people beyond the maximum occupancy of the house plus 4 for homes and for our condominiums plus 2, are allowed on the rental property at any one time, unless disclosed to and agreed upon by Agent in writing.

Exceptions to check-in and check-out times must be approved in writing by Agent. In the event of holdover by Guest beyond the confirmed departure date associated with this Agreement, Guest shall pay an amount equal to three (3) times the daily rate for each and every day of such holdover. Unapproved late check-outs of less than one (1) day will be charged the equivalent of one (1) full day's rent.

Quiet hours are from 8 pm until 8 am. Guest's use of the rental is subject to local noise ordinances, therefore loud amplified music is not allowed. Noise complaints are subject to local law enforcement intervention. Law enforcement intervention will be deemed by Agent as a breach of this Agreement and may lead to cancellation and eviction without refund.

The premises shall be in the same condition upon departure as at check-in, normal wear and tear excepted. Excessive cleaning, carpet staining, excessive trash or other guest created exception items, rearranging of furniture will incur extra cleaning or restoration costs. Agent will make a full accounting of any additional charges and Guest approves these additional charges to be posted to the credit card or eCheck account supplied in conjunction with this reservation. Guest agrees and allows Agent up 7 days to evaluate, present an accounting, and process a charge to the credit card or eCheck account on file for any additional costs incurred by or estimated to Agent for the restoration of the premises to the pre rental condition.

The advertised rental information, while deemed reliable, is not guaranteed. Changes in bedding, furnishings, inventory, amenities, and or decor occur from time to time and such changes will not void or alter the terms of the rental and is not a valid reason for cancellation.

Guest may not sublet or assign this Agreement.

The Guest named in this Agreement represents that they will be physically present for the term of the rental and are not renting the premises for another individual or group.

Guest may cook only in areas specifically designated for cooking in the rental.

Guest must immediately notify Agent of any fire or other damage or injury to the rental or any person on the rental property.

Locked closets reserved for owner are not to be accessed by Guest.

Guest shall be liable for all acts of the family, invitees, employees, or other persons invited onto the rental property by Guest.

Guest shall be responsible to return all keys and gate or garage door openers upon departure. Keys and garage remotes missing on departure are each subject to a \$50.00 service fee to replace these items for the next guest. The actual cost of replacement of these items will also be charged if items have been lost or are never returned to Agent.

Guest shall abide by the House Rules of the Owner and/or the Owner's Association as provided to Guest before or upon check-in.

Guest shall not have any pets on the premises or in the rental. If pets are found in any home, Guest is responsible for the additional expenses required to remove all evidence of the pet and any damage caused by the pet with a minimum charge of \$250.00.

This accommodation is offered only as a short term rental and the full maintenance and care is the responsibility of Agent. By acceptance of this contract Guest agrees to grant access to the home or condo

to Agent, or its agents and contractors between the hours of 8 AM and 7 PM, 7 days a week for needed maintenance and repair. If during the term of Guest rental Agent should receive complaints from the neighbors or the local authorities concerning behavior, the presence of guests exceeding the maximum number or cars parked outside the limits of the property or any infraction of the terms and conditions Agent may personally observe, Agent reserves the right and by acceptance of this contract Guest grants our request to inspect the home while you are in occupancy. Every effort will be made to not disturb your visit in any way. We do insist that your group follow the rules and are respectful of the property and the neighbors. Entry is permitted at any time by Agent or its agents and contractors without notice to the guest in occupancy in their absence.

PLEASE NOTE: This rental is not subject to normal landlord tenant rules regarding eviction and manager entry as it is only offered as a transient vacation rental.

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.

The house cleaning fee included is mandatory. Mid-stay cleaning(s) may be required for extended rental periods at guest's expense. Maid service is not included (unless otherwise stated). If you would like additional maid service, it can be arranged for an additional cost.

Trash pick-up is early in the morning; therefore place your trash on the curb the evening prior to pick-up. Your trash pick-up day will be included with your Welcome instructions. Trash cans must be brought in following the pick-up.

Guest understands that Agent cannot guarantee that adjacent properties will be free from disturbances and/or not be under construction, being repaired or maintained in any way, or that State construction projects will not be in progress around the rental home. Construction on adjacent properties or construction conducted by the State is not reason for termination of this Agreement, nor is it a reason for the refund of any monies to Guest.

Lost or Stolen Items: Agent is not responsible for any personal items which may be lost or stolen from your rental. Always lock all of the doors and windows when you leave the property (even if you are not on the ground floor). Do not leave your valuables in plain sight. Any items left in the units and requested to be returned to the guest will be subject to a minimum service fee of \$35.00. Extra charges will apply if postage charges exceed \$5.00. This fee will be charged to the credit card or checking account on file.

Any issue Guest has with the rental must be reported immediately to Agent via the phone number listed in the rental unit's directions and entry instructions. Owner and Agent have a reasonable amount of time to restore rental to acceptable conditions. Any issues presented after check out cannot be remedied and are not cause for compensation to Guest.

AS A REMEDY FOR VIOLATION OF ANY OF THE STATED RULES OF RENTAL OCCUPANCY IN THIS AGREEMENT, AGENT HAS THE RIGHT, BUT IS NOT LIMITED OR REQUIRED TO, TERMINATE THIS AGREEMENT AND EVICT THE GUEST FROM THE RENTAL WITHOUT ANY REFUND OF COLLECTED MONEY AND MAY KEEP ALL OR ANY PORTION OF THE SECURITY DEPOSIT.

_____ **INITIAL HERE THAT YOU UNDERSTAND THE RULES OF RENTAL OCCUPANCY**

GENERAL TERMS, CONDITIONS AND DISCLOSURES

SEVERABILITY: If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

LEGAL REMEDIES: Agent and Guest agree to use the court as a primary solution to any dispute or claim arising between them out of this Agreement, or any resulting transaction. Court fees, if any, shall be paid by the losing party. The forum for court shall be solely and exclusively a court located in Kauai County, Hawaii. In the event the proper or selected court is not located in Kauai County, Hawaii the closest geographic location to Kauai County, Hawaii in Hawaii shall be used. Any party who unsuccessfully challenges the enforceability of this forum selection clause shall reimburse the prevailing party for its attorney's fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees.

ASSIGNMENT: Agent may assign this agreement to the property owner or to a subsequent management agent of the owner without permission of the Guest, all the rights and obligations of this contract will remain intact if such assignment takes place. Guest will be notified within 10 days of any assignment.

ADDITIONAL DISCLOSURES: Agent acts only as an intermediary for the owners providing accommodations, and services to Guest. Under no circumstances shall Agent, managing agents, owners of rental, and/or their respective employees be responsible for any loss, expense, damages, claims or injury direct, indirect, consequential or otherwise whatsoever, caused or incurred whether arising in contract, or otherwise in law or equity as a result of rendering of the services or accommodations as described in this Agreement or as a result of any delay(s), substitution(s), rescheduling(s) or change(s) in the services or accommodations arranged by Agent. Additionally, Agent, managing agents, rental owners, and/or their respective employees shall not be responsible for any loss, expense, damages, claims or injury direct, indirect, consequential or otherwise caused by reason of military actions, acts of God, or by any agents, employees, subcontractors, servants or services as provided or substituted. Agent at all times will act in good faith and use its best efforts when required under this Agreement to substitute with accommodations or services of a type comparable to those contracted. Agent reserves the right to refuse or discontinue service to any person(s) and/or to rescind any contract for accommodations or Guest services and Agent will not be liable under any circumstances, including substitutions, to refund any unused portion of booked accommodations or services. Agent, managing agents, rental owners, and/or their respective employees are not responsible for theft or damage of personal property and no refunds will be given for any such occurrences. Guest and all occupants have been advised not to leave personal articles in locked vehicles, even if in the trunk; to always lock their vehicle; to always secure the rental. If renting bicycles or any vehicles, Guests are strongly encouraged to arrange for additional insurance, which provides adequate protection in the event of damage or theft arising out of such activities. Guest acknowledges that, if all rental monies have been paid, the maximum recourse the Guest has

against Agent for any alleged breach of this Agreement is the amount of the rental paid or to be paid to Agent arising out of this Agreement.

If the property is near a golf course you assume the risk of being hit by a golf ball and will not hold the property owner or Agent liable.

Hawaii is a tropical climate in which insects, rodents and lizards unfortunately thrive. All properties are on a quarterly maintenance program, but Guest may encounter these pests during stay. Contact with a "pest" inside or outside of Guest's rental is not a reason for termination of this Agreement or a refund of monies. If this does occur, please contact Agent. Neighbors of the subject property may also use pesticides and chemicals that may affect a person who is sensitive to pesticides and other chemicals. Every person reacts differently to various pesticides, chemicals, and molds. Some homes may be more prone to mold than others. If Guest(s) is sensitive to pesticides, chemicals, or molds, Guest(s) are urged to investigate this issue of possible health or safety prior to arrival.

Guest(s) hereby acknowledges the State of Hawaii is exposed to such environmental hazards including but not limited to Tidal Wave/Tsunami, Hurricane and Flood. Please refer to the local phone book regarding inundation area and evacuation instructions should a threat occur. We recommend Travelers Insurance for any unforeseen circumstances.

The above rental information, while deemed reliable, is not guaranteed. Changes in bedding, furnishings, inventory, amenities, and or decor occur from time to time and such changes will not void or alter the terms of the rental and is not a valid reason for cancellation.

- Palm Hale is owned by Spencer Snyder, licensed Hawaii real estate broker RB-20883

Signing this Agreement constitutes a contract, namely:

- a) Acceptance of all terms, conditions, policies and procedures detailed therein.**
- b) Acceptance of full financial responsibility for late departure, any loss of inventory, excessive housekeeping, damage or repairs beyond the insured amount or due to abuse or neglect of the property occurring within the duration of your stay.**
- c) Acceptance of full responsibility and liability for all guests or visitors at the property during your stay.**

Guest Signature _____ **Date:** _____

Print Guest Name _____