

RENTAL AGREEMENT - HALE KOKIO

1. AGREEMENT

This agreement is made between —————(the Owners) and ————— (guest) This agreement must be signed and returned within one day of the DATE of Agreement. Reservations made online require First Payment to be made within 24 hours of the reservation request.

2. PREMISES AND MANDATORY OCCUPANCY DISCLOSURES

Guest Acknowledges that the Premises, including all furnishings and fixtures are privately owned. The premises are to be used for residential vacation purposes only, Special events, parties, receptions, etc. are not allowed. It is mandatory to disclose the exact number and names of guests who will be occupying the Premises during the Rental Term. Maximum occupancy is 2 adults. In no event shall the Premises be sublet or subleased. This is our home, please treat it with care and be a good neighbor.

3. PAYMENT SCHEDULE

The First Payment is paid within 24 hours of your online booking request OR within 5 days of Date of Agreement if paying by personal check or echeck .The First Payment is computed as 25% of the sum of the Rental Fee, HI State Tax (13.42%), Reservation fee, and Cleaning Fee. These amounts appear on page one (1) of this agreement .The Final Payment is due 60 days prior to the start of your stay and is computed as 75% of the items plus the full amount of the Security Deposit. See the schedule on page 1. Payments not made by due date subject the reservation to cancellation by owner and will result in forfeiture of any sums paid. If you miss the payment date be sure to call/email to confirm that the dates are still available.

4. PAYMENT METHODS

Payment may be made by personal check, eCheck, bank check or credit card and must be US currency. If paying by International Credit Card any charges by the Guests bank or credit card company that reduce the amount paid to Owner in excess of 2.5% will be deducted from the Guest's Security deposit. There is a \$50 charge for returned checks. Payments via PayPal by and eCheck payments through VRBO require that a payment request be generated. Notify owner and the request will be arranged.

5. CHECK IN / CHECK OUT
Check In: 3PM. Check Out: 10AM Our cleaning team is scheduled in advance and they must begin cleaning promptly after check out. Late check out will be assessed a fee of \$100 per hour for every hour past the check out time if not previously arranged.
6. CANCELLATIONS
Cancellation Policy: All requests for cancellation must be made in writing.
If a Cancellation notice is received 90 days or more (90+) prior to check in, a cancellation fee of \$100 will be forfeited. A refund will be mailed within 10 days of the written notification.
If Cancellation notice is received less than ninety days (0-89) prior to the check in date, the full prepaid amounts of Rental Fee, HI State Tax, Reservation Fee and Cleaning Fee will be forfeited. All amounts paid toward the Security Deposit will be refunded and mailed within 10 days of receipt of written cancellation.
7. CHANGE TO DATES OF RESERVATION:
Change Policy: All requests for change of dates must be submitted in writing
Extension: The length of your stay may be extended subject to availability, however, a new Rental Agreement must be signed and additional rental charges, taxes and cleaning fee must be collected prior to check in date on the new Rental Agreement in order to confirm extension. Reduction: Reductions in your length of stay must be submitted in writing,
If notification is received 90 days or more (90+) prior to check in, the change will be treated as a cancellation. The reservation will be cancelled, a cancellation fee of \$100 will be forfeited. A refund will be mailed within 10 days of the written notice.
If the notification is received less than ninety days (0-89) prior to check in, the reservation will be cancelled and the full prepaid amounts of Rental Fee, HI State Tax, Reservation Fee and Cleaning Fee will be forfeited. All amounts paid toward the Security Deposit will be refunded and mailed within 10 days of receipt of written notification.
8. TRAVEL INSURANCE
To offer the best service possible to all guests we strictly adhere to our cancellation policy. We recommend that you obtain travel insurance to help protect the investment you make in vacation travel. Please consider a purchase of travel insurance.

9. **CLEANING FEE**
The cleaning fee is mandatory. Mid-stay cleaning(s) may be required for extended Rental Terms at the Guest's sole expense .
10. **SMOKING AND PETS**
There is a strict No Smoking policy inside the house. Failure to abide by this rule constitutes a forfeiture of the Security Deposit and additional fees incurred for additional cleaning. Pets are not allowed.
11. **SECURITY DEPOSIT/REFUND**
The Security Deposit less any costs for damage (willful or otherwise) to the Premises or Grounds or additional costs for cleaning beyond the normal hall be refunded, after inspection by the owner/owner's agents in Kauai, and mailed within 15 days from the check out date of the Rental Term. If damages are found then the refund will be mailed within 30 days to accommodate for time to assess costs of repair or replacement.
12. **IN THE EVENT**
that the owner is unable to deliver said property to Guest under this lease agreement prior to occupancy because of fire, eminent domain, act of nature, act of terrorism, sale of said property, or any other reason whatsoever, Guest hereby agrees that Owner's sole liability as a result of these conditions is a full refund of all consideration previously tendered by Tenant pursuant to the terms of this lease. Tenant expressly acknowledges that in no event shall Owner be held liable for any consequential or secondary damages, including but not limited to, any expenses incurred as a result of moving or for any damage, destruction or loss.
13. **ACCOMMODATIONS**
Guests are required to immediately inform Owner of any problems associated with the Premises, including appliances, furnishings, showers etc. Owner shall undertake reasonable efforts to remediate any reported problem.
14. **WEATHER**
Kauai weather is unpredictable. Inclement natural conditions are outside of the control of the Owner. Inclement weather conditions shall not serve to alter or cancel Guest's obligations under this Agreement. Should the Premises be made uninhabitable due to hurricanes or other natural disasters, monies will be refunded as stated above. ENTRY Guest agrees that the Owner/Agent may enter the Premises for maintenance

purposes or for other purposes deemed necessary with 24 hour notice to the Guest. In the event the Guest is not available to be given notice within 24 hours, the Owner/Agent shall have the right to enter the premises for necessary purposes.

15. INDEMNIFICATION

Owner and agent are not responsible for lost, stolen or misplaced items left in or about the Premises. Guest hereby indemnifies and holds harmless and agrees to defend Owner and Agent from and against all claims, damages, expenses (including without limitation reasonable attorney fees and legal recovery costs) liabilities and judgments on account of injury to persons, loss of life, damages to the Premises, caused by the negligence and /or willful misconduct of Guest, Guest's invitees or any other persons. The Guest's obligations with respect to indemnification shall remain effective, notwithstanding the expiration or termination of the agreement. You are welcome to use any beach supplies and recreational equipment at your own risk and provided that you will assume all liability associated with the use of these items.

16. ACKNOWLEDGEMENT

Guest acknowledges they have reviewed and understood the terms of this rental agreement and agree to be bound thereby. By signing this Agreement, Guest represents that they have agency authority for all guests listed therein.