

## HALE KOKIO RENTAL AGREEMENT 2021

This Rental Agreement (Agreement) is made and effective ("Agreement Date") between Alan and Eleanor Arita (Owner) and ("Guest") (Guest) regarding the Property known as Hale Kokio which is located in Kauai, Hawaii. In consideration of the rent received and the mutual promises contained herein, Owner of the Rental Property does hereby rent to Guest(s) such Rental Property under the following terms and conditions:

### PREMISES AND MANDATORY OCCUPANCY DISCLOSURES:

Guest agrees to abide by all rules and regulations contained herein or posted on the premises related to the Rental Property. Guest's obligations include but are not limited to keeping the premises as clean and safe. Guest agrees not to use the premises for any commercial activities or purpose that violates any criminal law or governmental regulation. Guest's breach of any duty contained in this paragraph shall be considered material and shall result in the termination of guest occupancy with no refund of any kind.

Occupancy is limited to the number of people, 2 adults, as per your reservation request or invoice. The Guest verifies that his/her age is 24 years or older. It is mandatory to disclose the exact number and names of those who will be occupying the premises during the Rental Term. Violation of this policy will result in immediate eviction without compensation.

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. In no event shall the Premises be sublet or subleased. Guests hereby acknowledge and grant specific permission to Owner to enter premises at any time for inspection purposes should Owner reasonably believe that Guests are causing or have caused any damage to Rental Property. Guest further agrees to grant Owner access to Rental Property for purposes of maintenance and repair. This is our home, please treat it with care and be a good neighbor.

### PAYMENT SCHEDULE:

The First Payment is taken within 24 hours of the acceptance of booking. The First Payment is computed as 25% of the sum of the Rental Fee, Cleaning Fee, HI State Tax (14.96%)\*, and Reservation fee if applicable. The Final Payment is taken 90 days prior to the Check In date of your stay and is computed as 75% of the items above. 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.

**\*NOTE; for reservations via VRBO, the full amount of taxes must be paid at booking. This is required by VRBO. This is refunded if a cancellation is made according to our rental terms.**

**PAYMENT METHODS:** Payment may be made by 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 assessed and taken from the card twenty days prior to Check In date.

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.

#### 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. and a refund will be issued 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 issued within 10 days of receipt of written cancellation. Generally the security/damage held on your credit card so no transaction will be necessary.

#### 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. Payment to be made within 24 hours.

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 issued 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 Released/refunded and issued within 10 days of receipt of written notification.

#### 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. Look at standard Travel insurances or Cancel for Any Reason plans.**

CLEANING FEE: The cleaning fee is mandatory. Mid-stay cleaning(s) may be required for extended stays, those of more than two weeks, at the Guest's sole expense .

#### SMOKING AND PETS

There is a strict No Smoking policy inside the house and on the lanai.

Pets are not allowed.

SECURITY DEPOSIT/REFUND: A security deposit of \$400 is required and is held on your card. For Bookings made directly with owner A Security Deposit is Required (Security Deposit) and will be automatically held on the guests's credit card.-The amount of \$400 will be placed on the credit card used for the last successful payment 10 days prior to Check In date.If at the end of the rental period, the rental property is returned undamaged beyond normal wear and tear, the

Security Deposit will be released in full within five (5) business days. In the event of any damages, Owner will provide Guest with a full accounting of expenses incurred and deductions made from the Security Deposit. Should the damages exceed the amount of the Security Deposit, Guest agrees to pay the balance within five (5) business days after receiving notification. Deductions from Security Deposit may include, but are not limited to: excess cleaning fee, missing item replacement costs, damaged item replacement or repair costs, Deductions are rare. VRBO has a similar security deposit plan the timeline for notification of damage will be within 4 days of check out.

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.

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.

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.

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.

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.

GUEST ACCEPTANCE\_\_\_\_\_ DATE\_\_\_\_\_

OWNER ACCEPTANCE\_\_\_\_\_ DATE\_\_\_\_\_

## KAUAI AND PROPERTY INFORMATION FOR YOU

Although you may have seen this information previously, some information bears repeating. You are staying in a residential neighborhood. We want your visit to be safe and enjoyable for both you and your neighbors.

### 1. Be good neighbors:

- a. Keep noise to a minimum, especially before 8 am and after 10 pm. Your neighbors probably have to go to work the next day.
- b. Turn off outdoor lights at night when possible. We enjoy our dark nights when the stars are bright and beautiful. Of equal importance, our wildlife can become disoriented at night if lights are too bright
- c. Hawaii has a non-smoking ordinance. There is no smoking within 20 feet of public buildings. Some island homes and condominiums have a smoking ban. Please check with house rules
- d. Whenever possible, please recycle. Many rental accommodations include recycling containers. Alternately, all of our transfer stations offer recycling. Anything you can do to help will be appreciated by our future generations
- e. This property sits within the State Agricultural District and adjacent property may experience noise, fugitive dust and the environmental impact associated with good farming practices. Please refrain from calling or reporting such activity to governmental agencies.

**2. Beach Safety:** Be mindful of the surf. Our shorelines face thousands of miles of open ocean. Northern winter storms and southern summer storms can bring us extremely dangerous surf conditions. Never turn your back to the ocean - summer or winter. Rogue waves can appear even in calm surf conditions. You can check ocean conditions at [www.KauaiExplorer.com/ocean\\_report](http://www.KauaiExplorer.com/ocean_report). There are lifeguards at Haena Beach Park, Hanalei Pavilion, Lydgate, Poipu Beach Park, Salt Pond and Kekaha. For your family's safety we advise you to check with the lifeguards before going into the ocean. If you are on a non-guarded beach, check with local residents who are there regarding unseen currents or dangers.

**3. 9-1-1:** In case of fire or medical emergency, call 9-1-1. A fire extinguisher is mounted by the exit marked on the Emergency Escape Plan. The address and phone number of your accommodation is posted on the inside of the front door along with the Non-Conforming Use Certificate Vacation Rental Registration Number (TVNC-4212 and address is 4852 Waiakalua Street, Kilauea, HI 96754. The phone number for **Wilcox Hospital in Lihue is 808-245-1100.**

**4. Weather:** We do experience flash flooding during periods of heavy rain. If you must drive in these weather conditions then drive with extreme caution. Flash floods can cause the road out of Hanalei to close for undetermined periods of time. For up-to-date Kauai Police Traffic and Weather information during emergencies, please call 808 241 1725. Otherwise call National Weather at 808 245 6001

**5. Disaster Emergencies:** On the first business day of each month at 11:45 our civil defense sirens are tested. However, if you hear these sirens at any other time please tune to AM radio station KUNG ("KONG") at AM 570 for up to the minute reports and instruction. You may also consult the front of the Kauai phone book for emergency, evacuation and other shelter information. Rob Arita is your on island contact for Hale Kokio and can be reached at 808 828 1173 or robarita@me.com

**6. Security:** Be cautious with your personal belongings. Lock up your valuables in the trunk of your car. Lock your doors and windows when you leave the property

### 7. Island driving etiquette:

- a. Please honor the posted speed limits. Frequently check your rear view mirror. If more than 4 or 5 cars are stacking up behind you, pull completely off to the side of the road and let them pass. This can also help when driving at night as our dark roads can be confusing. The cars following you likely know where they are going and can help light the way for you.
- b. If you are lost, remember this is a small island and you will find your way soon. Keep driving until you find a safe place to pull over and turn around. If you can head downhill, you will get to the ocean within a few miles. Never make a U-turn on the highway.
- c. When navigating the one lane bridges, cross the bridges caravan style. It is usually appropriate for 5 or 6 cars to cross at a time. A simple rule of thumb is: drain the lane, if you arrive late - wait.
- d. When parking at the beaches, parks or even within the property you have rented, be sure to park fully off the street, in assigned or clearly marked parking spaces.
- e. If you want to fully enjoy the scenery, please pull completely off to the side of the road.
- f. All vehicular parking related to this use and property, including maintenance vehicles, shall be accommodated on the subject property at all times. On-Street parking shall not be permitted at any time.

Please Initial that you have read this \_\_\_\_\_

MAHALO

