

Vacation Rental Agreement  
Hale Kokio, Kauai, HI

1. DATE :

|                          | <b>Your contact information</b> |
|--------------------------|---------------------------------|
| Guest's Full Name        |                                 |
| Mailing address          |                                 |
| email and phone          |                                 |
| Name of 2nd Guest        |                                 |
| Time of Arrival on Kauai |                                 |

2. AGREEMENT: This agreement is made between Alan and Eleanor Arita (the Owners) and ( ). This agreement must be **signed within 24** hours of the DATE of Agreement. NOTE: Reservations made directly through the owners and are paid via personal check to owner or by credit card or echeck on PayPal.

| <b>Dates of Reservation</b>           | <b>Check in:<br/>Check out:</b> |
|---------------------------------------|---------------------------------|
| Rental Fee                            | \$0.00                          |
| HI State Tax on Accommodation(14.96%) | \$0.00                          |
| Cleaning Fee                          | \$0.00                          |
| Hi State Tax on Cleaning (14.96%)     | \$0.00                          |
| Security Deposit (refundable \$200)   | \$200.00                        |
| <b>Total</b>                          | <b>\$200.00</b>                 |

| <b>Payment Schedule</b>  |          |  |     |
|--|----------|--|-----|
| <b>First Payment<br/>(25% of Rental Fee,<br/>Tax, Reservation Fee<br/>and Cleaning Fee</b>                               | \$0.00   | Please review cancellation policy<br>on page 2   | Due |
| <b>Final Payment<br/>(75% of Rental Fee,<br/>Tax, Reservation Fee<br/>and Cleaning Fee plus<br/>the Security Deposit</b> | \$200.00 | Please review cancellation policy<br>on page 2. The Security Deposit is<br>refundable. See terms on pg 2 | Due |

**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 (14.96%), 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. **Note, that on reservations direct with owner, the Security Deposit is taken as a hold on your card prior to your stay then released accordingly within 10 days**

**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 2.9% will be deducted from the Guest's Security deposit. There is a \$100 charge for returned checks.

**5. 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. Generally late check out is not available.

## **6. CANCELLATIONS**

**Cancellation Policy:** All requests for cancellation must be made in writing.

- If a Cancellation notice is received more than 90 days prior to check in date and time, 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 90 days or fewer prior to the check in date and time, 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 and by dates indicated on the new Rental Agreement in order to confirm extension.
- Reduction: Reductions in your length of stay must be submitted in writing,
  1. If notification is received more than 90 days prior to check in date and time, 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. A new reservation may be accepted.
  2. If the notification is received 90 days or fewer prior to check in date and time, 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 stays and 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.

**10. 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, 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.

**11. 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.

**12 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.

**13. 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.

**14. 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.

Thank you for selecting Hale Kokio. You must sign and return this document within 24 hours to confirm your reservation.  
Sign electronically and return by email

ACCEPTED \_\_\_\_\_  
guest

DATE \_\_\_\_\_

ACCEPTED \_\_\_\_\_  
owner

DATE \_\_\_\_\_

Vacation Rental Agreement  
Hale Kokio, Kauai, HI

WELCOME TO HALE KOKIO. We hope you will have a wonderful stay on Kauai and want to provide you with information to acquaint you with the island and the property. Please review this information.

The cottage will be ready for your arrival any time after 3PM on your arrival date. Go right in. The keys will be in the lock box. Be sure to return the key to the lock box when leaving the cottage so that it is readily available when you return. The lock box code will be in the Welcome Document that I will send to you about 60 prior to the start of your stay.

Your on island contact is Rob Arita. His contact information is Rob at 808 828 1173 or [robarita@me.com](mailto:robarita@me.com)  
Rob is my son and he and Lisa manage the property. Since they live full time on Kauai, they are your best resource for information about the island.

**Please**, if you find discover anything that is not operating properly please let Rob know. You can also contact me at 914 610 5692 or [atellie@ymail.com](mailto:atellie@ymail.com) in the event that you are unable to reach him.

#### PROPERTY AND HOUSEKEEPING INFORMATION

- Please respect the island tradition of removing outdoor footwear at the door.
- Take care not to bring sand into hot tub. If you have questions about operation of the hot tub, please ask. Please turn the hot tub temperature down after use
- Please rinse all sun lotion and other lotions off before using the hot tub. The oils clog the filter. **Fee will be assessed for extra cleaning required if lotion is found.** Hot tub is cleaned after each check out.
- Notice that a set of towels are provided for hot tub use. These are on a handy rack on the lanai. Please do not bring these to the beach. Beach towels are provided.
- The washer and dryer are provided for your convenience. If you purchase “red dirt” clothing, or get red dirt mud on your clothing, please do not place those items in the machine. Same for wet footwear - yes sometimes this happens and this seriously damages the machines.
- You may turn the hot tub off at night. Please turn on in morning so that the water circulates and stays fresh
- No on street parking is allowed. Limit loud noise after 10pm. Large parties not allowed (County rules for rental)
- Please use airconditioning only when in the cottage and with all windows and doors closed. Fee assessed for unusual use of AC. No extra fee was added for this feature so please work with us on this, we want you to be comfortable while at Hale Kokio

#### INFORMATION REGARDING YOUR COMFORT AND SAFETY

A document with important contacts for island safety and general guidelines is in the cottage. The County of Kauai requires that you are aware of this document. A copy is also attached. Please review carefully. As noted before, Rob is your on island contact. Our State of Hawaii ID number is on our website and also on the information sheet posted in the cottage. This State requires that we post this number. These show that we collect, report and pay the required HI State Taxes on Accommodations. Our TVR number is also on that document - this issued by County of Kauai showing that we are an approved vacation rental.

#### GUIDELINES FOR CHECK OUT

Check out time is 10 am. Late check out is not permitted as the cleaning crew will be arriving shortly after 10am

- Please wash and put away all dishes. If you use the grill treat this as use of cookware, clean as needed
- **Remove all food** that you have brought into the cottage. Leave **one set** of towels and beach towels for washing. Leave **one set** of bed linens for washing. During your stay use the washer and dryer to keep up with towels and clothing.
- Return beach chairs, towels, snorkel equipment and umbrella to the storage area.
- Check the rental car for any items that belong to Hale Kokio. Beach equipment often leaves never to return.
- Leave the key to the cottage on the kitchen counter

Please initial indicating you have read the guidelines \_\_\_\_\_

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Hale Kokio, Kauai, HI

This is a standard information sheet with important information. The County of Kauai asks that we send this to all of our guests.

**Aloha and Welcome to the Beautiful Garden Island of Kauai**

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](mailto: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 \_\_\_\_\_

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