

VACATION RENTAL TERMS

PAYMENTS

- SECURITY DEPOSIT: Due within 7 (seven) days of booking to confirm your reservation. Any international long distance phone charges, unreturned keys, loss or damage to the rental property can be deducted from your deposit including but not limited to the following: number of guests exceeds that which is listed on the rental contract, excessive cleaning/laundry or rearranging furniture that has been moved, replacement of missing items from house (including beach towels), soiling of towels, linens and carpets, costs of cleaning beyond the normal out clean fee, costs to replace keys, misuse of items belonging to the property and unauthorized extension of lease term. Security Deposit refund will be sent 4-6 weeks after departure.
- PAYMENT: **Reservation fee is non-refundable.** Full/balance payment is due no later than 60 (sixty) days prior to check-in date. Christmas, Summer and stays of 5 or more weeks require full/balance payment no later than 90 (ninety) days prior to check in date. If booking/payment is within 30 (thirty) days of check-in date, the funds need to be paid in "cash" form such as a bank/cashier's check, traveler's check, money order or credit card. **If payment is not received by the due date, the Owner has the right to cancel the reservation.**
- CANCELLATION/REFUNDS: All cancellations are subject to a \$100 processing fee. All cancellations must be made in writing (fax or email acceptable). For cancellations less than 90 days, Security Deposit is forfeited. Less than 60 (sixty) days of your check-in date (90 days for arrivals 12/5 to 1/5, 5/15 to 9/5 and reservations during any time of year that are of 5 or more weeks), your full rent and taxes will be forfeited (unless dates can be re-booked). Security Deposit shall be returned.

RENTAL TERMS

- Owners unilaterally and at its sole discretion reserves the right to change or cancel your accommodation if conditions beyond our control to rent the use of the property which was originally reserved. In the event this property becomes unavailable for rent, Owner agrees to use best efforts to secure an equivalent rental property. If this is not possible Owner reserves the right to cancel this reservation and return all monies to Guest(s).
- **Guest Agrees to allow Owner an/or assignees the right to enter due to the following:**
 - a) To make necessary or agreed repairs.
 - b) To supply services agreed upon.
 - c) If house is for sale, we will give you 48 hours advance notice to show the house at reasonable hours
 - d) In case of an emergency, we reserve the right to enter at anytime for the purpose of safe keeping or prevention of further damage. Note: Please notify us if you will be absent from the property for more than 2 days.
- **Landlord Responsibility:**
 - a) We will give you the right to occupy house per agreement.
 - b) We will provide and maintain appliances. We will not be liable for interruption of these services that is beyond our control. We will also not be responsible for interruption of electricity, water, or gas beyond our control. Please promptly notify us of any problems. You may not end this agreement because of these interruptions.**Tenants Responsibility:**
 - a) Tenant is responsible for using their best efforts to familiarize themselves with property, its location, and surroundings. Tenant acknowledges this is a binding contract and cannot be released from the contractual obligations upon arrival.
 - b) Notify us of any defects or problems.
 - c) Use the house as a place to live; you may not use it for any filmmaking, photo shoots, unlawful, improper, or offensive purpose.
 - d) Furniture is not to be moved within or from the house.
 - e) No parties/functions within the rental property
 - f) No animals/pets allowed in the house or on the property
 - g) No smoking within the house.
 - h) No shoes to be worn within the house
 - i) Please obey all house rules posted in house.
- **Miscellaneous:**
 - a) Mid-stay housekeeping services may be available by request only and will incur additional fees
 - b) This contract is binding and cannot be modified or terminated by a sudden change of circumstance
 - c) Changes: Owner or Owner's agent must be notified in writing of any changes as soon as possible for which there may be a service charge for each accepted change to the reservation
 - d) You must leave house on the date and time designated, unless prearranged, and any additional rent must be paid in advance
 - e) Abandoned possessions: We will not be responsible for any of your personal effects left in the house. We will be glad, if found, to mail them to you and have the right to deduct postage from your security deposit.
- **Disclaimer:**
 - a) Guest hereby acknowledges the State of Hawaii is exposed to Tidal Wave/Tsunami/ Hurricane threat. Please refer to our local phone book regarding inundation area and evacuation instructions should a threat occur
 - b) We recommend Travelers Insurance for any unforeseen circumstances.
Unfortunately we are not held responsible for any noise pollution including construction outside the perimeter of the property
 - c) Weather in the State of Hawaii is unpredictable
 - d) Agent acts solely as agent for Owner, the Owner has final authority concerning all matters
 - e) Environmental Disclosure: Every person reacts differently to various pesticides, chemicals, and molds. Neighbors of the subject property may also use pesticides and chemicals that may affect a person that is sensitive to pesticides and other chemicals. Due to the tropical nature of Hawaii, many homeowners regularly use pesticides to combat pests in their home. If Guests are sensitive to pesticides, chemicals or molds, Guests are urged to investigate this issue prior to their arrival to Hawaii. Property managers are not experts in pesticides, chemicals or molds and not qualified to make recommendations or determinations concerning possible health or safety issues. Due to the tropical nature of Hawaii, owners and agents have no control over commonplace pests that may exist on the property. These may include but are not limited to the following: geckos, centipedes, rodents, cockroaches, mosquitoes and ants.
- GUESTS FOR THEMSELVES AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY RELEASE THE OWNER OF THE PROPERTY, OFFICERS, AGENTS, EMPLOYEES, SURETIES, INSURERS, INDEMNITOR, ATTORNEYS, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, DEMANDS, OR CAUSE OR THING WHATSOEVER RESULTING FROM OR IN CONNECTION WITH THE PROPERTY OF THIS RENTAL CONTRACT, INCLUDING WITHOUT LIMITATION ANY CLAIM, DEMAND OR CAUSE OF ACTION FOR PERSONAL INJURY OR DEATH AND ANY AND ALL LOSS, LIABILITY, COST AND EXPENSE RESULTING FROM ANY CLAIM, DEMAND, SUIT OR CAUSE OF ACTION WHICH MAY BE ASSERTED.

CHECK-IN TIME: After 3:00 p.m.

CHECK-OUT TIME: By 10:00 a.m.

Arrival/Departure Information: (Please provide the following information)

Arrival: _____ ETA: _____ am or pm Flight#: _____

Departure: _____ ETA: _____ am or pm Flight#: _____

TENANT SIGNATURE

DATE