

Rental Agreement for Hali'i Kai Condo 5F/8C

69-1033 Nawahine Place, Waikoloa, HI 96738

(Please read this Agreement. Any monies received by Owner for Occupancy of vacation property indicates acceptance of the terms and conditions of this Agreement. This Agreement is entered into by and between the renters, hereinafter referred to as "Guest(s)" and Jim and Debbie Stofer hereinafter referred to as "Owner.")

Payments may be made in the form of cashier's/personal checks or Visa/MC/AMEX/Discover cards. Checks should be made payable to Jim and Debbie Stofer. If paying by credit card, Guest(s) will be charged the Deposit upon return of Rental Agreement and remainder automatically 60 days prior to arrival (charge will show as Hali I Kai 5F/8C-no security deposit will be charged).

***Guest(s) that have no valid major credit card on file will be required to pay Security Deposit of \$500.**

The Deposit may be paid in the form of personal check and must be received 60 days prior to arrival along with remainder of rent/taxes/cleaning fees.

Be advised, the Hali'i Kai Resort collects a one-time check-in fee of \$40.00 + tax for each reservation (regardless of stay duration or number in party or whom the reservation is booked through). The check-in fee allows guests access to the property and Ocean Club facilities.

Terms

1. CHECK-IN TIME IS AFTER 4 P.M. Hawaii Time AND CHECK-OUT IS 11 A.M. Hawaii Time. NO Early Check-in or late check-out.
2. This is a NON SMOKING unit. If Guest(s) smoke in or around the unit (lanai), the security deposit will be forfeited. If paying by credit card, \$500 cleaning charged will be assessed.
3. Pets are not permitted in rental units under any conditions.
4. No rentals to persons under 25 years of age unless accompanied by an adult guardian or parent.
5. DAMAGE/RESERVATION DEPOSIT- The following provisions must be met to receive a refund of paid security deposit:
 - a. No damage is done to unit or its contents, beyond normal wear and tear.
 - b. All charges accrued during the stay are paid prior to departure.
 - c. No linens are lost or damaged.
 - d. The renter is not evicted by the owner (or representative of the owner) or the local law enforcement.
6. CANCELLATIONS – A sixty (60) day notice is required for cancellation. Cancellations that are made more than sixty (60) days prior to the arrival date will incur no penalty. Cancellations or changes that result in a shortened stay, that are made within 60 days of the arrival date, forfeit the full advance payment and damage/reservation deposit. Cancellation or early departure does not warrant any refund of rent or deposit.
7. MONTHLY RESERVATION CANCELLATIONS – Monthly renters must cancel one hundred twenty (120) days prior to check-in. Monthly renters who make a change that results in a shortened stay must be made at least ninety (90) days prior to check-in.
8. MAXIMUM OCCUPANCY- The maximum number of guests per condominium is limited to six (6) persons due to Hali'i Kai CC&R's. An additional charge of \$25.00 per person per night for guests in addition to the number of people in the original reservation will be assessed. THIS PROPERTY REQUIRES A FIVE (5) NIGHT MINIMUM STAY. **If you bring in extra guests without prior approval and payment, guest(s) will be asked to vacate the property. Any security payments and all rent will be subject to forfeiture. ABSOLUTELY NO HOUSE PARTIES ALLOWED.**
9. NO DAILY MAID SERVICE – While linens and bath towels are included in the unit, daily maid service is not included in the rental rate however is available at an additional rate. We will provide a limited number of beach towels. Towels are provided at the pool. We do not permit towels or linens to be taken from the units other than beach towels to be used at the beach and returned to the unit.
10. NO SUBLETTING-Guest shall not sublet or re-let the condo. Guest shall not assign or otherwise transfer any right or delegate any duty under this agreement.
11. **ACTS OF GOD** – Owner shall not be liable for events beyond their control which may interfere with Guest(s) occupancy, including but not limited to Acts of God, acts of governmental agencies, fire,

- strikes, war, or inclement weather. NO REFUNDS OR REBATES will be offered in these circumstances.
12. Owner does not provide Vacation Travel Insurance. This is the responsibility of Guest(s). Guest(s) are encouraged to purchase Travel Insurance to protect their travel investment.
 13. FALSIFIED RESERVATIONS – Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.
 14. We cannot guarantee against mechanical failure of air conditioning, Cable TV, DVD's, TV's, Air Conditioning or other appliances. Please report any inoperative equipment to the owner immediately (425-391-7957 home, 425-830-9045 cell or deborahstofer@comcast.net). We will make every reasonable effort to have repairs done quickly and efficiently. No refunds or rent reductions will be made due to failure of appliances or equipment. **No refunds for early departure (less days than reserved), no refunds will be given for delayed arrival, no refunds for reducing the number of nights reserved.**
 15. **Indemnification and Hold Harmless**— Guest(s) agree to indemnify and hold harmless the Owner for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in conjunction with Guest(s) use and occupancy of the rental property including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred, or sustained by Guest(s).
 16. Credit Card Agreement – Guest(s) is providing their credit card number as a guarantee of payment to Owner. Guest(s) agrees to pay all rent and charges related to property rental. Guest(s) accepts all terms of the lease agreement and accepts all liability for rent and charges related to property rental, as well as any damage beyond normal wear and tear during the term of the lease with
 17. Owner. Guest(s) understands that these costs will be charged to their credit card. In the absence of another payment arrangement, Guest(s) authorizes Owner to charge their credit card for payment of these items.
 18. **Violation of Agreement**—if Guest(s) violates any of the conditions of this Agreement, Owner may terminate this agreement and have an Agent enter the premises. Upon notice of termination of this Agreement, Guest(s) shall vacate the premises immediately and forfeit all rents and security deposits.
 19. WRITTEN EXCEPTIONS – Any exceptions to the above mentioned policies must be approved in writing in advance.