

**Hanalei North Shore Properties, LTD.**

*Vacation Rental Agreement Standard Conditions*

**DEFINITIONS:** For the purposes of this Vacation Rental Agreement (the “Agreement”), the following definitions will apply: “Agent” refers to Hanalei North Shore Properties, Ltd.; “Owner” refers to the legal owner of the Premises; “Guest” refers to the person or persons occupying the Premises; “Premises” refers to the real property, its contents and related amenities rented to the Guest pursuant to this Agreement; and “Rental Term” refers to the term of the Agreement.

**PREMISES & MANDATORY OCCUPANCY DISCLOSURES:** Guest acknowledges that the Premises, including all furnishings and fixtures therein, are privately owned. The Premises shall be used for residential vacation rental purposes only. **NO PETS ALLOWED.** Special events, i.e. parties, receptions, etc., shall not be allowed without the express written permission of Agent. It is mandatory to disclose the exact number and names of guests (subject to maximum) who will be occupying the Premises during the Rental Term, or any portion thereof. If the number of occupants changes, Guest must immediately notify Agent, both by phone and in writing, of said change. Additional charges may apply. In no event, however, shall the Premises be sublet.

**RENTAL PAYMENT/CLEANING FEE PAYMENT:** Final Balances (Rent and Taxes) are due 90 days prior to commencement of the Rental Term (the “Final Balance Due Date”). Acceptable forms of payment are: credit card (\$39.95 fee), personal check (tendered more than sixty (90) days prior to commencement of Rental Term), cashier’s check, money order, traveler’s check, bank wire or cash (in office only). Any fees or charges assessed by Guest’s or Agent’s banking institution(s) shall be borne by the Guest. All funds (and accrued interest) shall be held in Agent’s Client Trust Account. Reservations not paid in full by the Final Balance Due Date shall be subject to Cancellation and Security Deposit forfeiture.

**AGREEMENT CANCELLATION & CHANGE POLICY:** Guest shall inform Agent, both by phone and in writing, of Guest’s intent to cancel Agreement (the “Cancellation”). For Cancellation received by Agent: on or more than ninety (90) days prior to commencement of the Rental Term, Security Deposit shall be refunded, less \$100 Cancellation fee. Rentals obtained through outside agencies may have additional Cancellation fees assessed prior to Security Deposit refund less than ninety (90) days prior to commencement of the Rental Term, Guest shall forfeit Guest’s prepaid Rent & Taxes. In the event, that taxes and rent have not been collected, Security Deposit shall be forfeit. Travel Insurance may be available for an additional fee- inquire for terms and limitations. The Rental Term may be extended, subject to availability, only by the execution of a new Agreement and the full pre-payment of the additional Rent and Taxes related to the extension term. Reductions of the Rental Term (subject to minimum stay) or in the number of Guests used to calculate the rental rate must be submitted to Agent in writing prior to the Final Balance Due Date. Reductions made after the Final Balance

Due Date shall not result in refund or reduction of Final Balance due. A \$100 fee shall be charged for ANY Cancellation. Each modification resulting in the issuance of a new Agreement will incur a \$100 fee. Cancellations/changes for Premises secured through outside rental agencies may incur additional fees.

**CLEANING FEE:** The minimum Cleaning Fee stated on the Agreement is subject to change without notice. The Cleaning Fee is mandatory and shall be deducted from the Security Deposit (see below). Mid-stay cleaning(s) may be required for extended Rental Terms at Guest's expense.

**OWNER/AGENT RESERVATION CHANGE & CANCELLATION POLICY:** In the unlikely event that the Premises becomes unavailable for any part of the tenancy specified herein, Owner and Agent's liability shall be limited to providing comparable accommodations or providing a refund of monies for the portion of the Rental Term made unavailable.

**SECURITY DEPOSIT/ REFUND:** The Security Deposit is held separately and shall not be applied toward the Final Balance due. The Security Deposit, less the mandatory Cleaning Fee (see above) and any other costs for damage to the Premises or additional costs of cleaning beyond the normal Cleaning Fee, shall be refunded by mail within thirty (30) days from the end of the Rental Term. Some circumstances (phone billing charges at Premises without toll-restrictors, rentals procured through outside rental agencies and reservations with additional charges for damages or additional cleaning charges) may require additional time to process. For Premises without toll-restrictors, a one-time \$20 fee will be assessed to process any long-distance charges incurred during the Rental Term. There are no charges for local (on-Kauai), toll-free and credit card calls.

**DISCLAIMER:** (A) Accommodations. Guests are required to immediately inform Agent of any problems associated with the Premises, including appliances, furnishings, spas, Jacuzzis and pools. Agent shall undertake reasonable efforts to remediate any reported problems. However, no refunds will be given for inoperable furnishings or fixtures. (B) Flora and Fauna. Although our units are well maintained, Hawaii's tropical environment harbors a wide variety of plant, animal, and insect life. You may see more insects and small lizards (geckos) during your stay here than you are accustomed to. Be advised, this is commonplace and shall not warrant relocation or reimbursement of funds. (C) Weather. Kauaian weather is unpredictable. Inclement natural conditions shall not serve to alter or cancel Guest's obligations under this Agreement. Should the Premises be made uninhabitable due to hurricane or other natural disaster, monies will be refunded as described in the Owner/Agent Reservation Change & Cancellation Policy above. (D) High Speed Internet Access. Some properties may have some form of high speed internet access. Interruptions to this service can occur. Neither interruption/reduction of high speed internet access nor incompatibility with Guest's electronic devices shall be reason for refund or relocation. (E) Guest will be responsible for all costs due to loss of keys or lockouts.

**RELATIONSHIP OF PARTIES:** Guest acknowledges that Agent acts, in all regards, solely as agent for Owner and that Owner has the final authority concerning all matters related to Guest's rental and use of the Premises.

**ENTRY:** Guest agrees that the Owner / Agent may enter the premises for maintenance purposes or for other purposes deemed necessary by Owner/Agent. Twenty-four hour notice will be given when possible. If Premises is on the market for sale, Guest will allow real estate agents with prospective buyers to view the Premises with 24 hours notice.

**INDEMNIFICATION: OWNER AND AGENT ARE NOT RESPONSIBLE FOR LOST, STOLEN OR MISPLACED ITEMS LEFT IN OR ABOUT THE PREMISES.** Guest hereby indemnifies, holds harmless and agrees to defend Agent and Owner from and against all claims, damages, expenses (including, without limitation, attorney's fees and legal recovery costs), liabilities and judgments on account of injury to persons, loss of life or damages to the Premises. The Guest's obligations with respect to indemnification shall remain effective, notwithstanding the expiration of termination of the Agreement, as to claims arising prior to the expiration or termination of this Agreement.

**LITIGATION:** Any dispute or legal claims arising in regard to this contractual agreement must be litigated in the State of Hawaii, County of Kauai.

**RESPONSIBLE PARTY:** By signing this Agreement, Guest represents that Guest has actual agency authority for all guests listed herein.

**ACCEPTED:**

Guest \_\_\_\_\_

Date \_\_\_\_\_