

## Vacation Rental Agreement and Terms

### Hanalei Bay Villa 23

**!! Sample Agreement for Review of Terms Only, Actual Agreement will be sent during the booking process and needs to be signed and returned !!**

Thank you for your reservation and payment. Please complete the requested information below. Sign and return a copy of this Vacation Rental Agreement within five (5) days via email. If fax or mail is preferred, it will be provided. The balance is due ninety (90) days prior to your arrival. The payments can be made via VRBO using Visa/MC/Discover or via local management company. If wishing to pay via check, please contact the owners. A 2.5% vacation rental credit card processing fee (and international surcharges when applicable) will be deducted from the security deposit. Online payments can be made online using E-check with no additional fee.

**Payment Schedule:** 25% at reservation 75% 90 days before arrival.

**Hawaii State taxes:** Rental rates are subject to General Excise Tax and TAT (transient Accommodation tax) of 13.42 %.

**Cancelations and refunds:** You have the right to cancel with 90 days written notice. Your deposit will be refunded minus a \$100 processing fee. Cancelations within 90 days of arrival will result in forfeiture of full rent and taxes. The damage deposit if elected when making the reservation instead of damage protection insurance will be refunded. If the villa is rebooked when you cancel within 90 days of arrival, we will return the reserved nights.

**Security Deposit:** If you elect the \$250 security deposit versus the damage insurance protection, that will be refunded as soon as possible if no damage has occurred to the villa and its contents besides the usual wear and tear, no additional guests have stayed unless agreed in writing by the owner, the key is in the lock box. The owner has to hear from the cleaning staff before the security deposit is returned.

**Maximum Occupancy: (4 persons only)** An additional charge of \$100 per day per person, per night will be assessed and charged if the owner or the owner representative discovers that more than 4 Guests have occupied the property. There is an onsite manager on the property.

**Condition of the property upon arrival:** Should the Guest discover any deficiencies in the cleanliness of the property or non-functioning appliances, the owner should be notified within 24 hrs from the Check in. We make every effort to correct such deficiencies. The property is provided with a phone with free calls within US and Canada, free Wi-Fi, cable television, and beach gear. All efforts are made to keep the amenities listed on the website, however sometimes one item needs to be replaced.

**Condition of the property at departure:** The furniture and any decorative elements cannot be re-arranged. If excessive clean up is required, additional housekeeping services will be charged by the cleaning team and deducted from the security deposit.

**Parking:** There is one parking space assigned to the villa with #23 marked. If there is a need for additional parking spaces, please contact the owner. There may be an HOA fee for additional parking.

**Key:** The key is located in the key box outside of the entrance door. The key box code is sent to the guest after the final payment is made. The key is left in the key box at the departure. If you have lost the key, please contact the owner to obtain another key. The island representative will charge the guests \$50 for replacing keys.

**House Rules:** The villa is part of an HOA of individual homes. Loud noise is not allowed between 10 pm and 8 am. There is no smoking allowed in the house or on the lanais. Hanging towels on banisters and lanais is not permitted by HOA rules.

This Rental Agreement is made as of \_\_\_\_ / \_\_\_\_ / \_\_\_\_ between owners of HBV#23 and the guest (s), jointly and severally, the premises described below for the following terms and upon the standard conditions which are attached hereto and incorporated herein.

Description Of Premises: Name **Hanalei Bay Villa 23** Address 5451 Ka Haku Rd. Princeville HI 96722 Stand Alone Property, No Shared walls

**On island representative:** Oceanfront Realty (808) 826-6585 / (808) 639-1930)

**Non-Smoking** Bedrooms 2 - Baths: 2 ½

**No Pets.** This is a private home.

**Terms:** Check in is at 3pm and check out by 10am HST. A late check-out is permitted with advance notice and space available, at a rate of one-half day's rental plus tax. An early check in is allowed for no additional charge if cleared with the owner.

Please list names of all guests below (plus age, if less than 21):

Maximum number of guests allowed at this property:

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

## **Vacation Rental Agreement Standard Conditions**

**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. It is mandatory to disclose the exact number of occupants. If this 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 are due 90 days prior to commencement of the Rental Term (the "Final Balance Due Date"). Acceptable forms of payment are: credit card, personal check, cashier's check, money order, traveler's check, or bank wire. Any fees or charges assessed by Guest's or Agent's banking institution(s) shall be borne by the Guest. If, by the "final balance due date", Owner has not received either (1) full payment, or (2) written notice of Guest's intent to cancel, Guest hereby authorizes the Owner to process the total balance due including any applicable fees to the credit card(s) on file. If the credit card is declined, Owners reserve the right to cancel the reservation and Guest agrees that all monies previously paid are non-refundable.

**AGREEMENT CANCELLATION & CHANGE POLICY:** Guest shall inform Owner in writing of Guest's intent to cancel Agreement (the "Cancellation"). For Cancellation received by Owner:

-90 or more days prior to commencement of the Rental Term, Deposit shall be refunded, less \$100 Cancellation Fee. Rentals obtained through outside agencies may have additional Cancellation Fees assessed prior to Deposit refund.

-less than 90 days prior to commencement of the rental term, all monies paid are non-refundable except the cleaning fee and the damage deposit. Travel Insurance may be purchased separately through VRBO or other agencies. 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. If the villa is rented for that period, the money obtained will be reimbursed for those re-rented nights.

Rental term (subject to minimum stay) must be submitted to the owner 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 any monies owed or pre-paid. Each modification to this agreement will incur a \$100 fee. Cancellations/changes for premises secured through outside rental agencies may incur additional fees.

-In the unlikely event that the Premises becomes unavailable for any part of the tenancy specified herein, Owner will provide a refund of monies already paid for the portion of the Rental Term made unavailable.

**CLEANING FEE:** The Cleaning Fee is mandatory and is the minimum amount that shall be charged; Mid-stay cleaning(s) and/or a higher cleaning fee may be required for extended Rental Terms.

**DISCLAIMER:** (A) Accommodations, Guests are required to immediately inform Agent of any problems associated with the Premises, including appliances, and furnishings. 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. Kauai 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 a natural disaster, monies will be refunded as described in the Owners/Agent Reservation Change & Cancellation Policy above. (D) High Speed Internet Access. This property has high speed internet access. Interruptions to this service can occur. Neither interruption/reduction of high speed internet access 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 Owner has the final authority concerning all matters related to the 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 (24) 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 hour notice.

**INDEMNIFICATION & LITIGATION:** 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, loss or damages to Guests property, 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 or related to this Agreement. 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. Please sign and send back right away.

AGREED AND ACCEPTED:

Guest: \_\_\_\_\_ Date: \_\_\_\_\_

### **Credit Card Authorization Form**

Please complete this form even if paying by check/cash or wire transfer. A credit card is kept on file, however no charges will be made without notice.

Guest hereby provides the credit card information and authorizes Owner to keep the credit card information on file and further authorizes the Owner to charge the credit card for the following:

1. Balances due if Owner does not receive written cancellation or full payment by the "Final Balance Due Date" usually 90 days prior to commencement of the rental term (see attached Vacation Rental Agreement)
2. Any damages or extra cleaning needed, including but not limited to: Costs of cleaning beyond the normal out clean fee; excessive sand in the home; excessive trash; excessive dirty laundry; replacement of lost or broken items, including keys and beach accessories (such as umbrellas, towels, boogie boards, snorkel equipment, etc.); soiled sheets, towels, carpets or furniture; long distance phone charges; lost or broken internet modems or cables; rearranging of moved furniture; and charges related to extended stays including unapproved late check-outs if not covered by damage deposit

Type of card (Please Circle)      VISA      MasterCard      Discover Card

Name on Card \_\_\_\_\_

Card Number \_\_\_\_\_

Card Expiration \_\_\_\_\_

V-Code \_\_\_\_\_ (3 or 4 digit code located on back or front of card)

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Departure Checklist:**

- Dispose of any unused food and place all the trash bags and recycling in the community bins.
- Wash sand off of any used umbrellas and beach chairs and place under the stairs and in the kitchen closet.
- Place all soiled dishes, pots, utensils, etc. in the dishwasher.
- Start a load of laundry with the beach towels in cold water. Bed linens and bath towels are washed off the premises.
- Turn off all lights, fans, TVs, water heater, close windows and lock all doors.
- **Return key to the lock box.**