

GUEST AGREEMENT

Updated: January, 2016

Relates to All Properties

PLEASE READ CAREFULLY

This contract constitutes an agreement between the Guest and the property Owner, represented by RE/MAX Kauai (Agent).

- **For Guests staying in the following properties, there is a mandatory resort fee:**

WAIPOULI BEACH RESORT - \$15/day (included with rental fees).

HANALEI BAY RESORT - \$18/day (to be paid at check in at Resort's front desk).

DEPOSIT, PAYMENT AND CANCELLATION POLICY: Upon confirming your reservation, 25% of the total amount is required upfront upon booking the reservation. The final payment, including taxes, is due 60 days prior to Guest's arrival date. Expenses (including, but not limited to: extra clean fees, room charges, telephone charge, cable television charges, utility etc.) incurred during your stay will be charged against Guest's credit card.

****Please Note: If a credit card is used for the initial payment, the balance will be processed on the same card on or near the due date unless Guest instructs otherwise.**

Reservations not paid in full by arrival date shall be subject to cancellation and forfeiture of all monies. Each property is individually owned. Rental fees are not transferable from property to property. If Guest's check is returned by the bank, Agent reserves the right to require payment to be made by certified check or money order including a service charge of \$50.00.

If cancellation is made at least 90 days prior to scheduled arrival, all monies will be refunded less the processing fee of \$100.00 and up to \$165.00 for larger homes. If cancelled less than 90 days prior to arrival, the 25% booking payment upon confirming will be forfeited. Cancellations made less than 60 days prior to arrival will result in forfeiture of the rent and taxes, with the exception of the cleaning fee and Security Deposit (if applicable). Guests are responsible for the entire time booked. No rental refunds are given for early departure or late cancellation. All cancellations must be made in writing (email and Fax acceptable). *We do not make exceptions. In order to protect your vacation payments we strongly suggest travel insurance.*

TRAVEL INSURANCE: You are a valued guest and we want to do everything possible to make your trip enjoyable and worry free. Because the unforeseen and unexpected can occur before you leave or when you're away from home we recommend CSA's Vacation Rental Insurance Plan. The premium for Vacation Rental Insurance can be included in the cost of your rental. Vacation Rental Insurance reimburses for pre-paid non-refundable expenses due to certain unforeseeable circumstances that may cause you to cancel, interrupt or delay your trip. Please review our cancellation policy in this Agreement.

CSA Travel Protection: <http://www.vacationrentalinsurance.com/prodcoverageoverviewmain.do>

TRUST ACCOUNT: The Deposit, the Final Payment, Security Deposit (if applicable), and any other fees will be deposited into Agent's trust account at First Hawaiian Bank, Princeville, HI 96722.

CONDITION OF PREMISES: The property and its contents are privately owned, with RE/MAX Kauai acting solely as the Owner's Agent. It is rented with Owner's furnishings and neither Owner nor Agent will be responsible for providing any additional furnishings or equipment. No items belonging to Owner shall be removed from the property. Any household appliance and equipment malfunctions reported will be handled as quickly and professionally as possible during normal business hours. In the event of an after- hours emergency, please call Cyrila Pycha at (808) 635-4495. Guest agrees to keep it in good, clean condition.

Please note that not all properties have A/C. Please confirm with Agent.

RE/MAX Kauai shall not be responsible for any loss, expense, damages, claims or injury direct, indirect, consequential or otherwise caused by reason of military actions, acts of God, or by any agents, employees, subcontractors, servants or services as provided.. Should the contracted property become unavailable, RE/MAX Kauai will act in good faith and use its best efforts to substitute with accommodations or services of a type comparable to those contracted. RE/MAX Kauai in their sole discretion reserves the right to refuse or discontinue service to any person(s) and/or to rescind any contract for accommodations or guest services. RE/MAX Kauai will not be liable under any circumstances, including substitutions, to refund any unused portion of booked accommodations or services. RE/MAX Kauai is not responsible for valuables left in rental properties.

Guest authorizes Agent to repair damages or losses caused by Guest or invitees of Guest, at the expense of Guest. Guest accepts responsibility for the acts of their children, visitors or guests and service animals. Guest will not remove or rearrange inside or outside furniture. Guest renting homes/condos with air conditioning for thirty (30) days or more will be responsible for excessive utility billing.

PESTS: Hawaii is a tropical climate in which insects, rodents and lizards unfortunately thrive. All properties are on a quarterly maintenance program, but Guest may encounter these pests during stay. Contact with a "pest" inside or outside of Guest's rental is not reason for termination of this agreement. If this does occur, please contact RE/MAX Kauai to make a report as a trouble call will be scheduled.

GAS GRILLS: Gas grills are not allowed at Condominium projects. Charcoal BBQ's and Hibachis are prohibited in all properties unless already provided. Any reported illegal use of a gas or fire barbecue from the association will result in a fine, which will be charged against your credit card account.

MANDATORY OCCUPANCY DISCLOSURES: It is mandatory to disclose the exact number and names of guests who will be occupying the premises during the rental term. Guest must immediately notify Agent, by phone and/or in writing, if the number of occupants changes. Additional charges may apply. The premises shall be used for residential vacation rental purposes only. Special events such as parties, receptions, etc., shall not be allowed without the express written consent of Agent. Shall guest refuse to adhere by this policy, additional charges may apply. In no event shall the premises be sublet or this agreement reassigned without the written consent of Agent.

CHECK IN / CHECK OUT: We want you to enjoy your stay and when possible will accommodate early check in or late check out. However, we are not always able to do so. Guest agrees to abide by stated check in / check out times unless express permission is given by rental agent. You may guarantee an early arrival or later departure by purchasing the extra night needed. If available, we will allow up to a noon departure at no charge. Departures after noon are subject to a half night's rent and any applicable fees such as but not limited to resort fees.

SUBJECT TO CHANGE: Advertised amenities are subject to change without notice or compensation. Changes can occur after a reservation is made as a result of sale of unit, remodeling, mechanical failure or servicing. Should a property be made unavailable for any reason beyond the control of Agent, Agent may substitute another like or better property. If no other property is available the limit of liability by property Owner, RE/MAX Kauai or its Owners, is to refund any pre-paid rents that have been paid by the registered Guest.

SECURITY FEE: A non-refundable security fee is included in Guest's rent in lieu of requiring a Security Deposit. This is intended to limit out of pocket expenses from accidental damages to the leased premises or contents during the guest stay. A description of the Security Fee can be found at (<http://www.remaxkauai.com/security-fee.html>) for review and is incorporated herein by reference. PLEASE READ IT CAREFULLY. In order to honor a claim under the security fee guidelines, Agent must be made aware of any damage prior to check-out.

SECURITY DEPOSIT: In the case of Special Events (e.g. Weddings, Graduations, etc.) a Security Deposit is required. Guest agrees to be responsible for any damage to the Premises or its contents. The Security Deposit shall be applied to actual damages caused by Guest. After Guest's occupancy, the Premises will be inspected to determine if such damage or theft including additional cleaning, has occurred. In such event, Agent shall deduct the cost of such damage or theft including additional cleaning from the Security Deposit and Guest will be notified in writing. In addition, Agent may deduct from the Security Deposit the amount of any long distance or per call telephone charges and cable television charges such as but not limited to pay per view movies that may have occurred during the dates of Guest's rental period. Agent shall apply, account for, or refund Guest's security deposit within forty-five (45) days following the end of the tenancy.

HOUSEKEEPING: The property has been cleaned and prepared prior to Guest's arrival. Fresh linens and towels are placed in the property along with a starter supply of soaps and paper products. Additional supplies that may be needed are the responsibility of the Guest. Each property is equipped with a washer and dryer. Excessive use of the linens and towels resulting in extra loads of laundry upon check-out is subject to additional charges. The Cleaning Fee stated on the Agreement is subject to change.

Daily Maid Service is not included.

In addition to your one-time out clean fee, mid-stay cleaning(s) and/or deep cleaning(s) may be required for extended rental periods of thirty (30) days or more at guest's expense. Please notify our office at least one week in advance of your arrival if you wish to make these arrangements.

Please note that animals are not allowed, however, in the event a guest requires a service animal and has proper documentation for said animal; there will be an additional cleaning charge applied to the final balance.

PHONES: The private phones in each unit are for Guest's convenience. Local calls (Kauai) are free. Please charge all long distance calls to a credit card or third party.

OWNER'S CLOSET: Locked closets reserved for Owner are not to be accessed by Guest.

RULES, REGULATIONS AND LAWS: All properties are SMOKE FREE. Any smoking is to be done 20 feet from any entrance of the property per Hawaii State Law. Detection of any smoking within the property is subject to a \$450 fine to guest. Our rental properties are located in residential areas and guests are asked to be considerate of neighbors' privacy and right to quiet enjoyment of their homes by keeping any noise at acceptable levels. Guest will take all reasonable steps to assure that property occupants adhere to the Rules, Regulations and Laws that affect the property, Homeowner's Association, RE/MAX Kauai and the State of Hawaii.

Customer understands that the owner of this rental retains the right to sell their rental or change management companies at any time. In the event the vacation accommodation is sold by the owner or transferred into a new management regime, RE/MAX Kauai, acting as an intermediary between you and the Owner, will use its best efforts to provide a substitute vacation accommodation of equal or greater value. If RE/MAX Kauai is unable to find such accommodations, then at RE/MAX Kauai or customer's option this Agreement shall be cancelled and terminated and RE/MAX Kauai, acting as an intermediary between you and the Owner shall refund to customer all payments made by customer under this Agreement, and RE/MAX Kauai and customer shall thereafter not have any liabilities or obligations to the other arising out of the unavailability of the rental property and/or customer's travel arrangements.

Customer acknowledges that the rental owner and/or their agent retain the right to enter the rental for any legitimate reason, including showing a prospective buyer the rental, by giving customer at least Twenty-Four (24) hours notice of such showing.

NON-LIABILITY AND INDEMNIFICATION OF OWNER AND AGENT: Guest agrees to hold harmless and indemnify the Owner and Agent from any and all costs, expenses, legal proceedings, legal fees, suits, claims, or demands, whether from loss of life or injury to Guest and/or invitees of Guest, unless same was due solely to the willful act or gross negligence of the Owner or Agent.

The above rental information, while deemed reliable, is not guaranteed. Changes in inventory and or decor occur from time to time and such changes will not void or alter the terms of the rental and is not a valid reason for cancellation.

AGREEMENTS: Signing this Agreement and the Rental Agreement constitutes a contract, namely:

- 1) Acceptance of all terms, conditions, policies and procedures detailed therein.
- 2) Acceptance of full financial responsibility for late departures, any loss of inventory, excessive housekeeping and damage or repairs due to abuse or neglect for the property occurring within the duration of your stay.
- 3) All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the Hawaii State courts of Kauai County, Hawaii, (or, if there is exclusive federal jurisdiction, the United States District Court for Hawaii) and the parties consent to the personal and exclusive jurisdiction and venue of these courts.
- 4) Customer agrees and acknowledges that this rental arrangement is not subject to the residential landlord/tenant code of the state in which this rental is occurring (such as the Hawaii Revised Statutes chapter 521) since this is not a long term residential rental.

Any alterations made to this Agreement by Guest without the approval of Agent, renders this Agreement null and void.