

# Guest Agreement

## Terms & Conditions

Updated: February 15, 2010  
**PLEASE READ CAREFULLY**

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

### DEPOSIT, PAYMENT AND CANCELLATION POLICY:

Upon confirming your reservation, 25% of the total amount is required within 10 days of making the reservation. The final payment, including taxes, is due no later than 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.

If cancellation is made at least 90 days prior to scheduled arrival, all monies will be refunded, less the reservation fee of \$40.00 and a security fee ranging from \$35.00 to \$125 depending upon the property booked. 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 entire rent plus taxes. 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).

### CANCELLATION:

After confirmation of booking, which includes a customer's decision not to stay at a rental upon arrival, results in forfeiture of any and all collected money, except the Customer's cleaning fee and security deposit (if applicable) if full payment has been made. The security deposit and pre-paid cleaning fee are not part of the deposit to hold the rental. The security deposits (if applicable) and pre-paid cleaning fee are included in the balance payment, therefore, the total deposit will be forfeited if you cancel after confirmation of booking. Collected money is non-refundable unless the rental unit becomes unfit for habitation as deemed by Owner and Agency. Under no circumstances shall a customer determine if a rental unit is unfit for habitation.

### 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. Should any major equipment be out of order, we guarantee to have deficiencies corrected within our power as soon as possible during normal business hours. There will be no refunds or adjustments. Please report all maintenance problems to the office during normal business hours. In the event of an after hour's emergency, please call Cyrila Pycha at (808) 635-4495. Guest accepts the property as is and agrees to keep it in good, clean condition.

#### Sample of Missing or Damaged Items:

Keys	\$40.00	Coffee Carafe	\$10.00
Beach Towel	\$25.00	Face Cloth	\$3.50
Bath Towel	\$15.00	Pillow Slip	\$7.50
Hand Towel	\$7.00	Garage Remote	\$150.00

Additionally, 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 or substituted. RE/MAX Kauai at all times 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 and unfettered 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. This will result in an additional charge. 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 or a refund of monies. 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 (subject to maximum) 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 will apply. In no event shall the premises be sublet or this agreement reassigned without the written consent of Agent.

#### 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 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; normal wear and tear expected. 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 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. Maid service can be arranged for an additional fee. Please notify our office at least one week in advance of your arrival if you wish to make these arrangements. 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.

Maid Service 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 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 \$250 fine to guest. Pets are not allowed in the property. 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 at any time. In the event the vacation accommodation is sold by the owner, 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, up to 100% of the value of the original agreement. 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

reason, including showing a prospective buyer the rental, by giving customer at least 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.
  - 5) Acceptance of rental charges as stated on page one of this rental agreement.
- Any alterations made to this Agreement by Guest without the approval of Agent, renders this Agreement null and void.

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Guest Signature

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Date signed