

This Rental Agreement Terms and Conditions is between Owner's designated authorized managing agent, or cooperating agent of the premises, hereinafter referred to as the Landlord, and the Guest(s) named in the contract. The Landlord hereby rents to the guest(s), jointly and severally, the premises described for the terms.

Vacation Rental Terms

GUESTS FOR THEMSELVES AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY RELEASE PRINCEVILLE REALTY AND VACATION RENTALS AND THEIR RESPECTIVE DIRECTORS, THE OWNER OF THE PROPERTY, OFFICERS, AGENTS, EMPLOYEES, SURETIES, INSURERS, INDEMNITOR, ATTORNEYS, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, DEMANDS, OR CAUSE OR THING WHATSOEVER RESULTING FROM OR IN CONNECTION WITH THE PROPERTY OF THIS RENTAL CONTRACT, INCLUDING WITHOUT LIMITATION ANY CLAIM, DEMAND OR CAUSE OF ACTION FOR PERSONAL INJURY OR DEATH AND ANY AND ALL LOSS, LIABILITY, COST AND EXPENSE RESULTING FROM ANY CLAIM, DEMAND, SUIT OR CAUSE OF ACTION WHICH MAY BE ASSERTED.

Payments

ACCEPTABLE FORMS OF PAYMENT: PERSONAL CHECK, CASHIERS, CHECK, MONEY ORDER, TRAVELER'S CHECK, OR CASH IN OFFICE. PLEASE INQUIRE ABOUT CREDIT CARD ACCEPTANCE. ALL FUNDS SHALL BE HELD IN AGENTS CLIENT TRUST ACCOUNT. EACH MODIFICATION RESULTING IN THE ISSUANCE OF A NEW CONTRACT SHALL INCUR A \$75 PROCESSING FEE.

Security Deposit

ANY LOSS OR DAMAGE TO THE PROPERTY OR ITS CONTENTS, UNRETURNED KEYS OR LONG DISTANCE PHONE CALLS, CAN BE DEDUCTED FROM YOUR DEPOSIT, INCLUDING, BUT NOT LIMITED TO EXCESSIVE CLEANING / LAUNDRY OR REARRANGING OF FURNITURE THAT HAS BEEN MOVED, REPLACEMENT OF MISSING ITEMS FROM UNIT, INCLUDING BEACH TOWELS, SOILING OF TOWELS, LINENS OR CARPETS, COSTS OF CLEANING BEYOND THE NORMAL OUTCLEAN FEE, COSTS TO REPLACE KEYS, MISUSE OF ITEMS BELONGING TO THE PROPERTY AND UNAUTHORIZED EXTENSION OF LEASE TERM. SECURITY DEPOSIT REFUND WILL BE SENT 4 - 6 WEEKS AFTER DEPARTURE.

Cancellation/Refund Policy

ALL CANCELLATIONS ARE SUBJECT TO A \$100 - \$200 PROCESSING FEE. ALL CANCELLATIONS MUST BE IN WRITING, (FAX OR E-MAIL ACCEPTABLE). FOR CANCELLATIONS MADE PRIOR TO YOUR BALANCE DUE DATE, YOUR SECURITY DEPOSIT WILL BE REFUNDED, LESS THE PROCESSING FEE. FOR CANCELLATIONS MADE WITHIN YOUR BALANCE DUE DATE AND YOUR ARRIVAL DATE, SECURITY DEPOSIT MAY BE FORFEITED AND FOR CANCELLATIONS MADE WITH-IN THIS PERIOD, REFUNDS FOR RENTAL RATE PLUS TAXES ARE ONLY REFUNDED FOR DAYS WE ARE ABLE TO REBOOK. EVERY EFFORT IS MADE TO REBOOK. THE SECURITY DEPOSIT IS HELD SEPARATELY, AND SHALL NOT BE APPLIED TOWARDS THE FINAL BALANCE DUE.

Due Dates

SECURITY DEPOSITS ARE DUE WITHIN 7 (SEVEN) DAYS OF MAKING AND CONFIRMING RESERVATION. FULL PAYMENT IS DUE NO LATER THAN 65 DAYS PRIOR TO ARRIVAL DATE. IF PAYMENTS ARE NOT RECEIVED BY THEIR DUE DATES, THE AGENCY HAS A RIGHT TO CANCEL THE RESERVATION. RESERVATION FEES ARE NON REFUNDABLE

Cleaning

THE CLEANING FEE IS MANDATORY. A MID-STAY CLEANING MAY BE REQUIRED FOR EXTENDED RENTAL TERMS AT GUESTS EXPENSE. THE PROPERTY WILL BE CLEANED AND PREPARED PRIOR TO ARRIVAL. FRESH LINENS AND TOWELS ARE PLACED IN THE PROPERTY, ALONG WITH A STARTER SUPPLY OF SOAPS AND PAPER PRODUCTS. HOUSEKEEPING SERVICES MAY BE AVAILABLE BY REQUEST. CHECK-IN AND CHECK-OUT TIMES ARE SCHEDULED WITH THE CLEANERS IN MIND. PLEASE NOTIFY AGENCY IMMEDIATELY IF YOU HAVE ANY FLIGHT SCHEDULES THAT WILL HINDER YOUR COMPLIANCE WITH THE CHECK-IN AND OUT TIMES. DRIVE TIME FROM LIHUE AIRPORT TO THE NORTH SHORE IS APPROX. ONE HOUR. FURNITURE IS NOT TO BE MOVED WITH-IN, OR FROM, THE UNIT. NO PARTIES OR FUNCTIONS ARE ALLOWED WITHIN THE UNIT. WE WILL NOT BE RESPONSIBLE FOR ANY OF YOUR PERSONAL EFFECTS LEFT IN THE UNIT, HOWEVER, WE WILL BE GLAD, IF FOUND, TO MAIL THEM TO YOU AND HAVE THE RIGHT TO DEDUCT POSTAGE FROM YOUR SECURITY DEPOSIT. NO PETS ARE ALLOWED IN THE UNITS.

Travel Insurance

TRAVEL INSURANCE PROTECTION IS AVAILABLE TO COVER THE AMOUNT OF CERTAIN RENT AND TAXES PAID, IN THE EVENT OF A CANCELLATION WHERE MONIES WERE FORFEITED. IF INTERESTED IN TRAVEL INSURANCE, PLEASE CONTACT CSA TRAVEL PROTECTION AT 1 800 554-9839

Miscellaneous

IN THE UNLIKELY EVENT THAT THE PREMISES BECOMES UNAVAILABLE FOR ANY PART OF THE TENANCY SPECIFIED HEREIN, OWNER AND AGENT'S AGREES TO USE THEIR BEST EFFORTS TO SECURE AND PROVIDE COMPARABLE ACCOMMODATIONS, OR PROVIDE A REFUND OF ALL MONIES FOR THE PORTION OF THE RENTAL TERM AVAILABLE.

Addendum

GUESTS ARE REQUIRED IMMEDIATELY TO 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. PLEASE OBEY ALL HOUSE RULES.

Disclaimer

GUESTS HEREBY ACKNOWLEDGES THE STATE OF HAWAII IS EXPOSED TO TIDAL WAVE / TSUNAMI / HURRICANE THREAT. PLEASE REFER TO OUR LOCAL PHONE BOOK REGARDING INUNDATION AREA AND EVACUATION INSTRUCTIONS SHOULD A THREAT OCCUR. WE RECOMMEND TRAVELERS INSURANCE FOR ANY UNFORESEEN CIRCUMSTANCES. WE ARE NOT HELD RESPONSIBLE FOR ANY NOISE POLLUTION INCLUDING CONSTRUCTION OUTSIDE THE PERIMETER OF THE PROPERTY. WEATHER IN THE STATE OF HAWAII IS UNPREDICTABLE. AGENT ACTS SOLELY AS AGENT FOR OWNER, THE OWNER HAS FINAL AUTHORITY CONCERNING ALL MATTERS. ENVIRONMENTAL DISCLOSURE: EVERY PERSON REACTS DIFFERENTLY TO VARIOUS PESTICIDES & OTHER CHEMICALS AND MOLDS. NEIGHBORS OF THE SUBJECT PROPERTY MAY ALSO USE PESTICIDES & CHEMICALS THAT MAY AFFECT A PERSON THAT IS SENSITIVE TO PESTICIDES & OTHER CHEMICALS. DUE TO THE TROPICAL NATURE OF HAWAII, MANY HOMEOWNERS REGULARLY USE PESTICIDES TO COMBAT PESTS IN THEIR HOMES. IF GUESTS ARE SENSITIVE TO PESTICIDES, CHEMICALS OR MOLDS, GUESTS ARE URGED TO INVESTIGATE THIS ISSUE PRIOR TO THEIR ARRIVAL IN HAWAII. PROPERTY MANAGERS ARE NOT EXPERTS IN PESTICIDES CHEMICALS OR MOLDS AND ARE NOT QUALIFIED TO MAKE RECOMMENDATIONS OR DETERMINATIONS.

Indemnification

GUESTS HEREBY INDEMNIFIES, HOLDS HARMLESS AND AGREES TO DEFEND AGENT AND OWNER FROM AND AGAINST ALL CLAIMS, DAMAGES, EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND LEGAL RECOVERY COSTS, LIABILITIES AND JUDGMENTS ON ACCOUNT OF INJURY TO PERSONS, LOSS OF LIFE, DAMAGES TO THE PREMISES, CAUSED BY THE NEGLIGENCE AND/OR WILLFUL MISCONDUCT OF GUEST, GUEST'S INVITEES OR ANY OTHER PERSONS. THE GUESTS OBLIGATIONS WITH RESPECT TO THE 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.

GUESTS SIGNATURE _____ DATE _____

AGENTS SIGNATURE _____ DATE _____