



**MAUI ISLAND**  
— R E A L T Y —

## **Vacation Rental Agreement**

**By making a reservation with Maui Island Realty, guest accepts and agrees to all of the following Terms & Conditions: Vacation Rentals:**

Vacation rentals offer a home away from home atmosphere where guests have many of the comforts on home in paradise! Vacation rentals are private residences that offer greater value for your money as they are typically less expensive, accommodate more guests, and provide better kitchen facilities than hotel rooms.

Unlike traditional hotel rooms, vacation rentals do not provide daily maid service. Optional maid services are available in most units for a nominal charge. Paper products, trash bags, dish soap, and other consumable are available in the unit. Laundry facilities are available in the unit.

### **Payment Terms:**

A minimum payment of \$325 is required at the time of booking to confirm a reservation. Reservations are not confirmed until the minimum payment is received. A 50% deposit of the total balance is due 30 days from reservation booking. The remaining balance may be paid in advance if preferred, but is due no later than 45 days prior to arrival. Reservations made within 45 days of arrival must be paid in full at the time of booking. Reservations not paid in full within 45 days of arrival are subject to cancellation. Refunds, if any, will be made in accordance with the Cancellation Policy below. All bookings made during Peak and High Season, must be paid 100% in full immediately to secure booking.

### **Payment Methods:**

Visa and MasterCard are preferred. Discover and American Express are also accepted. Checks and money orders should be made out to: Maui Island Realty. All checks and money orders must be in U.S. Funds and must be drawn upon a U.S. Bank with a U.S. Federal Reserve Routing Number. There will be a \$35 charge for all returned checks plus the cost of collection. Checks and money orders will not be accepted within 45 days of arrival.

### **Cancellation Policy:**

There will be a \$175 cancellation fee for any cancellation notification received more than

45 days prior to occupancy. For High and Peak Season Reservations, the full balance is due immediately upon booking and is non-refundable on cancellations.

**Room Damage:**

Guests are responsible for all damage and excessive cleaning of the unit caused by any guest and/or invitee. Please see the Charges and Fees section below. All damage must be reported immediately.

**Check-in Time:** Check-in is 4:00 PM or later.

**Early Check-in:**

Guests wishing to ensure an early check-in are encouraged to purchase an additional night at the time of booking provided that the night prior to check-in is available.

An early check-in option may be purchased for \$50 within 7 nights of check-in which allows Guests to check-in any time after 4:00 pm. Purchase is subject to availability and is often not available due to schedule conflicts.

**Check-in Procedure:**

A formal check in at our office is ordinarily not necessary. Guests may proceed directly to their unit and will need the key code provided in the reservation confirmation email to enter. Key codes will not function for reservations that have not been paid in full and for reservations where the signed Vacation Rental Agreement has not been received.

**Check-out:** Check out time is 11:00 AM.

**Late Check-out:**

Guests wishing to ensure a late check-out are encouraged to purchase an additional night at the time of booking provided that the departure night is available.

A late check-out option may be purchased for \$50 within 7 nights of check-out which allows Guests to check-out any time before midnight. Purchase is subject to availability and is often not available due to schedule conflicts.

A subject to availability late check-out of 1 hour may be requested without charge up to 48 hours prior to check-out. Requests will be granted if the unit is available and if the cleaning staff can accommodate the request.

**No Smoking:**

In accordance with Hawaii State Law and Maui Island Realty policy, smoking is not allowed in any unit, lanai, or any other areas marked as non-smoking. A minimum charge of \$500 will immediately be charged to your credit card for violations of this policy. By booking with Maui Island Realty, you agree to this charge and authorize Maui Island Realty to charge your credit card on file. Violators of this policy are subject to immediate termination of the rental agreement without refund and agree to immediately leave the property upon demand or be subject to criminal trespass charges.

### **House Rules:**

- Please remove shoes or footwear in unit.
- Pets are not allowed on any Maui Island Realty property. Service animals, as defined by the Americans with Disabilities Act are allowed. Please notify us in advance if you will be arriving with a service animal.
- Maximum occupancy is designated on the reservation confirmation email.
- Absolutely no barbequing allowed on lanai per fire marshal.
- Items placed on lanai must be secured and not viewable from below. No items are allowed to be hung from the rail of the lanai.
- All amenities including pools, hot tubs, tennis courts, saunas, etc. are subject to posted time schedules and temporary closures from time to time. There is no guarantee that any specific amenity will be open or available as Maui Island Realty has no control over the maintenance and the management of these amenities.
- Each property is subject to house rules that must be observed. Quiet time is from 9:00 PM to 8:00 AM or as posted. All house rules are subject to change. Guests in violation of house rules and/or posted community association rules are subject to immediate removal from property without refund and may incur fees for damages and/or penalties imposed by the Association of Apartment Owners (AOAO).
- Amenities such as boogie boards, putters, tennis rackets, basket balls, etc. are available as a courtesy from Maui Island Realty
- Useful items such as paper plates, cups, laundry soap, factory sealed food items, and fresh produce may be left in unit for the benefit of staff members and local charities.

### **Charges and Fees**

The following fees/charges are authorize by Guest and will be charged to Guests credit card:

- Lock-out Fee: \$50 after hours
- Smoking Fee: \$500 plus the cost of cleaning and damages
- Lost Keys: \$100
- Lost parking pass: \$100
- Damage to unit: \$50 service charge per item plus all actual repair/replacement costs.
- Excessive Cleaning: \$50 per hour plus damages if any.
- Unauthorized Late Check-out Fees: \$100 before 1:00 pm, \$300 between 1:00 pm and

3:00 pm, unauthorized occupancy after 3:00 pm is trespassing and trespassers will be removed by security and/or police. Unauthorized Guests after 3:00 pm will be charged the maximum nightly rate allowable by law and be subject to criminal prosecution.

**Hotel Reservation – Not a Residential Tenancy:**

All reservations made by Maui Island Realty are for condominium hotel stays as defined and subject to the liability limits of Hawaii Revised Statutes Section 486K which is posted on the back of the front door in each unit. Reservations DO NOT create a tenancy subject to the Residential Landlord Tenant Code located in Section 521 of the Hawaii Revised Statutes. Guests can be removed from the property without process of law if it is discovered that they have breached any term of this agreement including, but not limited to, violating the No Smoking policy and/or failure to depart at the contracted time. Guest accepts full responsibility and liability for the actions of all guests and invitees.

Hawaii Revised Statutes Section 486K-8 states that “any guest who intentionally continues to occupy an assigned bedroom beyond the scheduled departure without the prior written approval of the keeper shall be deemed a trespasser”.

**Non-availability of Reserved Unit:**

Maui Island Realty will make every effort to accommodate specific unit reservations. In the unlikely event that a booked unit of any category (including specific unit and guaranteed category reservations) becomes unavailable for any reason, Maui Island Realty will offer the Guest a full refund, and the Guest agrees to accept as liquidation damages a full refund of all amounts paid to Maui Island Realty for the reservation.

Guaranteed category reservations offer an affordable option to book an unassigned unit with a desired view and/or condition. Actual unit numbers will be assigned upon arrival. No representation of specific units are made or guaranteed. Bedding configurations will vary and are not guaranteed. Guests with specific bedding requirements should book a specific unit reservation.

**Right to Refuse Service:**

Maui Island Realty reserves the right to refuse service to anyone, at any time, and for any reason.

**General Release of Liability and Additional Agreement Terms:**

Guest hereby acknowledges that he/she has been informed that properties and dwellings owned and/or operated by Maui Island Realty are NOT child-proofed. It is the Guests responsibility to monitor the activities of any minor children in their care.

Guest acknowledges that he/she is aware of, and accepts the risks and dangers of all

onsite and nearby amenities including swimming pools, lanais, ocean access, and hot tubs.

Maui Island Realty does not warranty the safety or condition of ocean equipment provided as a courtesy to guests. Each guest is responsible for inspecting all equipment prior to use and agrees to only use such equipment if properly trained. Any such equipment shall be used at the Guests sole risk and responsibility.

Guest acknowledges that he/she is occupying the property for the purpose of short-term transient accommodation in “as is” condition, at his/her own risk. Guest agrees to indemnify and save harmless, to the maximum extent allowable by law, Maui Island Realty, its owners, managers, representatives, property owners, and/or employees from any and all liability, negligence, loss, damage, injury or death resulting from the use of the property, dwellings, fixtures, amenities, and contents. Guest acknowledges and agrees that Maui Island Realty, its owners, representatives and employees are not responsible in any way for theft or damages that may occur on or to Guests personal property. In the event of any breach of this Vacation Rental Agreement by Maui Island Realty, guest agrees to accept a full refund of all amounts paid to Maui Island Realty as liquidation damages. Maui Island Realty under no circumstances be liable to Guest for any amount greater than the total rental amount collected including taxes.

The laws of the State of Hawaii shall govern, construe, and enforce all of the rights and duties of all the parties in any dispute arising under or in connection with this Agreement or arising from or relating in any way to the subject matter of this Agreement. All such disputes shall be subject to the exclusive jurisdiction of the State courts located in Honolulu, Hawaii. In the event of litigation, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties’ intention. All remaining provisions of this Agreement shall remain in full force and effect.



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Rental rate and fees are as follows for \_\_\_\_\_

\$ \_\_\_\_\_ per night x \_\_\_\_\_ nights = \$ (Month, Day, Year – Month, Day, Year)

Non-Refundable Cleaning Fee	\$ 150.00
Sales Tax (13.42%)	\$
Refundable Damage Deposit	\$ 300.00
<b>Subtotal</b>	\$
Payments	\$
<b>Balance Due</b>	\$

**To pay with check or money order, please mail to:**

Maui Island Realty  
1993 South Kihei Road #20  
Kihei, HI 96753

A payment of \$325.00 was received on to book the deposit. The remaining balance due is \$764.00

**Guest Names (Up to 6)**

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_

Booking Guest Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Booking Guest Signature: \_\_\_\_\_ Date: \_\_\_\_\_