



Reservation Rental Agreement

RENTAL RATE INCLUDES: Property rental: maximum amount of guest's are 6 people for a 2 bedroom and 8 guest's for 3 bedroom properties.

SECURITY/DAMAGE & INCIDENTALS DEPOSIT: In addition to the rental charges this property requires a security/damage guarantee, to assure payment for damages exceeding normal wear and tear, excessive cleaning costs, long distance phone charges outside of the U.S. and any other items which may be charged to the guest's incidentals account during occupancy. This deposit can be made in the form of a Credit Card Authorization.

RESERVATIONS & PAYMENTS: A reservation is being held for the dates specified above. We must receive a signed copy of this completed Rental Agreement, and the applicable deposit/payment, by the date shown below or the reservation will automatically be canceled. We must receive the credit card authorization and 50% of the total rental amount within seven business days by a credit card or check. Reservations require 50% due upon booking and the remaining balance due 60 days prior to arrival. Reservations made within 60 days of arrival will require full payment of all charges within 7 days of booking.

Deposit: \$ 500 Credit Card Pre-Authorization

GENERAL TERMS, RESTRICTIONS & DISCLOSURES: The general terms, conditions and disclosures in which apply to this property include, but are not limited to, the following:

1.) All beaches in Hawaii are public; there are no privately owned beaches. Private property begins at the high tide mark or at the commencement of the vegetation line.

2.) Ocean swimming has certain inherent risks. Wave and current conditions and dangerous sea creatures vary from area to area, day to day and season to season. Always check ocean conditions with the local authorities prior to swimming. Never turn your back to the ocean and never swim alone. Risk and responsibility for ocean swimming rests solely and completely on occupants and guests; lifeguards are not provided.

3.) Supervise children very carefully and keep all doors and gates leading to pool area locked. Use of the pool facilities is at guest own risk; lifeguards are not provided.

4.) Parties, weddings, receptions, and other such functions which draw additional neighborhood traffic are not permitted at this property.

5.) Much of the island of Hawaii is located in a tsunami inundation zone; June through October is considered hurricane season, some of the resort do not have tsunami sirens. Please stay tuned to local radio or news if there happens to be a earthquake in another country or on the mainland. The evacuation zone is in the Waikoloa Village or Waimea.

6.) We are located in a tropical environment, even with diligent pest control, properties will tend to have a modicum of bugs, ants and geckos.

7.) Guest has been, or is hereby, offered the opportunity personally, or via a designee, to inspect this property prior to rental.

8.) This is a NO SMOKING property, please see designated areas in the association. Violation of this policy will result in a minimum additional cleaning fee of \$500 and eviction from property for remainder of stay. No refunds will be given.

9.) No pets are allowed on premises. Failure to adhere to this policy will result in additional cleaning fees to be assessed, as well as eviction from property. No refunds will be given.

10.) CHECK OUT is at 11:00 am and CHECK IN is at 3pm. Cleaners will be arriving as early as 11:30 A.M. If you are not out of unit at check-out time you will be charged a late check-out fee. \$75.00 – Late checkout fee for our 1 and 2 bedroom unit. \$100.00 – Late checkout fee for our 3 bedroom units.

11.) Please leave all keys, gate opener, beach access cards(if applicable) on kitchen counter to avoid \$250 fee to re-key and \$75 garage door opener replacement fee.

12.) Initial supplies provided: 1 paper towel, 1 back up toilet paper, start-up laundry soap and dish soap. There will be a \$50.00 delivery charge for any additional items requested that is not provided in the unit. (If applicable)

13.) Turn OFF A/C, lights, and close windows and lock doors when you are not occupying the condo, we will not be responsible for theft.

14.) Please notify Property Manager immediately if there is anything broken or damaged.

ACCEPTANCE & PAYMENT TERMS

You must sign this Agreement within 24 hours to avoid cancellation. Once your signed agreement and your deposit or full rental fee are received, a confirmation will be issued to you. If you do not receive a confirmation this does not void this agreement.

If your required payment is a deposit, the balance of your full payment is due 60 days prior to the commencement date of your rental period. By authorizing a deposit payment via credit card, you are also authorizing the same credit card to be charged for the balance of the total charges 60 days prior to the check in date of your rental period. This additional authorization shall be exactly as though you have presented the card number for payment at the time the balance becomes due. If you book your rental less than 60 days in advance of your stay, we will charge your full payment immediately by credit card. If the card will not process, you will be liable for the remaining balance due and authorize us to charge your credit card account on file, exactly as though you have presented the card number for payment at that time, until your outstanding balance is satisfied.

Please be further advised that Property Manager is not responsible for construction or neighbor noise, as these are risks that are inherent when renting a vacation rental. We are unable to control these factors, and this

agreement shall remain in full force and effect regardless of these issues. There shall be no cancellation for construction noise or for neighbor issues of any kind. We will do our best to acquire a comparable unit if problem arises and is out of our control to remedy. To protect against cancellations caused by certain unforeseen events, such as illness, we recommend that customers purchase travel insurance to assure refund of deposits paid.

Any changes made after booking shall be wholly at Property Manager's discretion. There is no "reasonable" change of accommodation that this agreement requires Property Manager to make.

Any CHANGES made to a booking after a confirmation has been issued will be assessed a \$150.00 service fee. Acceptance of any change is subject to approval by the Property Manager of the rental. We will work with you on date changes if they are available if problems with your flights arise.

CANCELLATION POLICY

61+Days is a \$150 Administration Fee

60 Days and less prior to scheduled arrival will be a full forfeiture, unless the property is rented to fill the cancellation.

*Full Forfeiture: Refunds on any forfeiture will be issued to the extent of the dollar value the unit(s) is re-rented during the same dates as the cancelled reservation.

No refunds will be made for late check-ins; early check-outs, no-shows or for booked but unused services. Refunds will be made only under the following circumstances:

1.) The property rented becomes unfit for habitation and no acceptable substitute can be found; or,

2.) The property is sold by Owner, and no acceptable substitution is agreed upon.

LIABILITY: Kohala Coast Properties, Inc., or its employees, subagents or assigns, (hereafter jointly and severally referred to as Property Manager) acts only as a marketing agent for the property Owner, and other suppliers providing accommodations, property management, and guest services. Agent does not own or manage any property offered for rental and does not exercise control over or have direct supervision of the respective owners, managers or service providers. If accommodations or services must be substituted for any reason, Owner and Property Manager will act in good faith and use their best efforts to substitute accommodations of a type comparable to the property originally contracted and that is acceptable to Guest(s). Owner or Property Manager, upon just cause, reserves the right to refuse or discontinue service(s) to any person(s) and/or to rescind any contract for accommodations or guest services.

INDEMNIFICATION & RELEASE OF LIABILITY: The undersigned Guests/Occupants understand and acknowledge that the Owner and Property Manager is not responsible for loss, damage or theft of Guest's personal property and that they bear the financial responsibility for the rental

contracted for loss, damage or theft of guest's and invitees' personal property and for malicious, negligent or incidental damages to the property by any occupant(s), guest(s) or vendors(s) invited onto the property and are the only occupants with legal standing in any matter(s) of dispute or litigation which might arise pursuant to, or in consequence of, any accommodations or services provided or as substituted under the rental agreement.

Guests/Occupants acknowledge and agree that Owner or Property Manager shall not be held liable for any loss, expense, damage or claim for injury whether direct, indirect, consequential or otherwise; whatsoever or howsoever caused or incurred; whether arising in contract

or otherwise in law or in equity as a result of the provision of services or accommodations as herein described or as substituted and including, without restricting the generality of the foregoing, the result of any delay(s), substitution(s), rescheduling(s) or change(s) in the provision of accommodations or services by Owner or Property Manager or by reason of military actions, revolution, acts of God, or by agents, employees, subcontractors, servants or third parties whatsoever in supplying any of the accommodations or services as described herein or as substituted.

PAYMENT

Payment may be made in the form of credit card, check or money order. We accept credit card payments via Visa, MasterCard or Discover. We can not accept any foreign checks without a 9 digit routing number.

ACKNOWLEDGEMENT: I/We the undersigned hereby apply for rental of the above referenced property and warrant that I/we have read, understand and agree to the disclosures and the terms and conditions of rental set forth herein. I/We further understand that the Owner's and/or Property Manager offer to rent this property is conditioned upon guest(s) acceptance of the stated disclosures, terms, conditions and house rules. A fax or e-mail transmittal of this Agreement shall be deemed to have the same standing as an original document.

THIS IS A LEGAL DOCUMENT AND SHOULD BE READ CAREFULLY
PRIOR TO SIGNING.

SIGNATURE: _____

DATE: _____

PLEASE COMPLETE, SIGN & RETURN BY FAX TO 808-329-6363 or email in a PDF form to kohalacoastvacationrentals@gmail.com

CHECKS MADE PAYABLE TO:

Kohala Coast Properties, Inc.

P. O. Box 2746

Kailua-Kona, HI 96745

WHEREAS, it is impractical or impossible for Agent or Owner to obtain the Occupant's/Guest's credit card imprint with an original signature, and, WHEREAS, the undersigned understands that Agent and/or Owner may not be able to re-book the property for the same time period covered by this reservation, and consequently lose income, if the Occupant/Guest cancels this reservation, and, WHEREAS, the undersigned understands that deposit monies paid by Agent to the Owner/Manager to secure this reservation for the Guest may be retained by the Owner upon Guest's cancelation and that monies paid by Agent to Owner/Manager to secure this reservation for the Guest may not be refundable or recoverable in the event of cancelation, now, THEREFORE, Occupant/Guest agrees to make a Security/Damage and Incidentals Deposit in the amount specified in the Rental Agreement and to execute this Credit Card Authorization & Guarantee to protect Agent and Owner against any damages to and/or loss of items from the property, and to assure payment of items charged to the Guest's Incidentals Account. Charges such as long distance phone, unpaid charges for services rendered to Guest, damaged or missing property, or other amounts in excess of the Security/Damage and Incidentals Deposit will be billed to the Guest's credit card in accordance with the terms of the Rental Agreement. Guest hereby authorizes Agent or Owner to make such credit card charges and warrants

that the signature below is valid and is the same as on the back of the credit card listed below.

We accept Visa, Mastercard, & Discover

Reservationist: Michelle @ 1(808)936-0615

Property Manager: Alesia @ 1(808)-345-2552

Property Manager: Marisa @ 1(808)557-5253

Property Manager Assistant: Keri @ 1(808)339-1630

We look forward to your stay!