

CUSTOM CARE COMPANY  
 4141 Lei O Papa Road #23  
 PRINCEVILLE HI 96722  
 Attn: Mary Paterson  
 Phone: (808) 826-1423  
 Cellular: (808) 639-4366

# HALE MAKANA VACATION RENTAL AGREEMENT

Check in Date:	Check In: 3:00 pm
Check out Date:	Check Out: noon
Name	Booked by:
Address	E-mail:
	Reservation #:
	Contact:
Phone:	Cellular:
Cellular:	

This agreement is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ between the guest listed above and *Custom Care Company*. The property is located at 3771 Punahale Road, Princeville, Kauai and consists of a five (5) bedroom, four & a half (4.5) bath ocean-bluff home with swimming pool and Jacuzzi. The total number of people staying at Hale Makana should not exceed 10 adults and/or children.

Rent	
Clean fees (mid & out)	\$675.00
Total Taxable	\$ _____
GET 4.17% of taxable	
TAT 9.25% of Rent	_____
Total Taxes	
Total	

Rate for One week bookings

Checks payable to Custom Care Company

Due 90 days prior to arrival

Security Deposit \$2,000.00 Due to secure reservation

The security deposit is not part of your rent but will be refunded within 14 days of your departure. On arrival, you will be met at the property and given a lei greeting and brief orientation at the agreed check in time. Parking for 2 vehicles only is available in driveway. You will be provided with two sets of keys that should be left at the residence upon departure.

**This is a non-smoking residence.**

***Please read & sign additional terms and conditions, which are part of this agreement.***

*Please complete the following information, sign and return to the above address with your check.*

ARRIVAL TIME \_\_\_\_\_ FLIGHT # \_\_\_\_\_ DEPARTURE: \_\_\_\_\_

ESTIMATED ARRIVAL TIME AT PROPERTY: \_\_\_\_\_ (It takes approximately one hour to drive from Lihue)

PLEASE PRINT ADDITIONAL NAMES BELOW, PLUS AGES OF ANY PERSON UNDER 18

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tenant's Signature \_\_\_\_\_ Agent's Signature \_\_\_\_\_ Date \_\_\_\_\_

*Please call Mary Paterson on her cell (808) 639-4366 on arrival at the airport to confirm meeting time at Hale Makana*

CUSTOM CARE COMPANY  
 4141 Lei O Papa Road #23  
 PRINCEVILLE HI 96722

# HALE MAKANA VACATION RENTAL AGREEMENT

Attn: Mary Paterson  
 Phone: (808) 826-1423  
 Cellular: (808) 639-4366

Check in Date:	Check In: 3:00 pm
Check out Date:	Check Out: 11 am
Name:	Booked by:
Address:	E-mail:
	Reservation #:
	Contact: Mary Paterson
	Cellular: 808-639-4366
Office:	
Cellular:	

This agreement is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ between the guest listed above and *Custom Care Company*. The property is located at 3771 Punahale Road, Princeville, Kauai and consists of a five (5) bedroom, four & a half (4.5) bath ocean-bluff home with swimming pool and Jacuzzi. The total number of people staying at Hale Makana should not exceed 10 adults and/or children.

Rent	\$7,525.00	7 nights @ \$1,075 per night
Clean fees (mid & out)	\$675.00	
Total Taxable	\$8,200.00	
GET 4.17% of taxable	\$341.94	
TAT 9.25% of Rent	\$696.06	Checks payable to Custom Care Company
Total Taxes	\$1,038.00	
Total	\$9,238.00	Due 90 days prior to arrival
Security Deposit	\$2,000.00	Due to secure reservation

The security deposit is not part of your rent but will be refunded within 14 days of your departure. On arrival, you will be met at the property and given a lei greeting and brief orientation at the agreed check in time. Parking for 2 vehicles only is available in driveway. You will be provided with two sets of keys that should be left at the residence upon departure.

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PLEASE PRINT ADDITIONAL NAMES BELOW, PLUS AGES OF ANY PERSON UNDER 18

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tenant's Signature \_\_\_\_\_ Agent's Signature \_\_\_\_\_ Date \_\_\_\_\_

*Please call Mary Paterson on her cell (808) 639-4366 on arrival at the airport to confirm meeting time at Hale Makana*

## HALE MAKANA TERMS AND CONDITIONS

1. **RENT** – Rent is due in full 90 days before arrival date. Failure to make final payment by the due date will result in the automatic cancellation of your reservation and loss of any deposit paid pursuant to this agreement’s cancellation and no refund policy.
2. **SUB-LEASING** - Property may not be sublet or assigned without prior written consent of Agent. Please notify agent if you are absent from the property for more than two days.
3. **MANAGER’S RIGHT TO ENTER & CONTRACTED OWNER SERVICES** - In case of an emergency, manager reserves the right to enter at any time for the purpose of safe keeping or prevention of further damage, to make necessary repairs or to supply services agreed upon. Every effort will be made to contact tenants prior to entry.
4. **LANDLORD RESPONSIBILITIES** - Tenants have the right to occupy property per the agreement as page 1 of this contract. Landlord represents and warrants, to the best of Landlord’s knowledge, the Premises and the systems (e.g., electrical, plumbing, etc.) fixtures, appliances and furnishings at the Premises are in good operating condition and free of material defects. Landlord contracts weekly outside services such as, but not limited to, gardening, housekeeping, pool/spa cleaning, trash & recycling removal which are necessary to keep the property functioning in accordance with the homeowners association. These services may not be cancelled or rescheduled by tenants without the permission of the authorized agent. Landlord is not responsible for the interruption of utility services beyond their control but shall take reasonable efforts to remedy any reported problems. Tenants may not end this agreement because of interruptions.
5. **TENANT RESPONSIBILITIES**
  - a) Tenant is responsible for using their best efforts to familiarize themselves with the property, its location and surroundings. Tenant acknowledges this is a binding contract and cannot be released from the contractual obligations upon arrival, b) To obey all house rules posted; c) to notify Manager of any defects or problems; d) Use the unit as a place to live; The following are NOT allowed: commercial activities - including but not limited to weddings, photo shoots, parties, including receptions or business seminars; pets; smoking; e) Use of all amenities is at sole risk of the guest; f) There is parking room for 2 vehicles outside only –garage space is not available. g) You agree not disturb others or keep them from enjoyment of public areas.
6. **SECURITY DEPOSIT** - The security deposit is held separately and shall not be applied toward the rent. We may use it to pay for any extraordinary cleaning charges, phone charges, to pay for damages to the premises caused by you; to replace any items that are lost or damaged, and to replace door openers, keys or locks for unreturned keys. The balance will be returned within 14 days of departure.
7. **ABANDONED POSSESSIONS & INDEMNIFICATION**

Owner and Custom Care Company are not responsible for lost, stolen or misplaced items left in or about the premises. TENANTS FOR THEMSELVES AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY RELEASE Custom Care Company, 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, SUITE OR CAUSE OF ACTION WHICH MAY BE ASSERTED. Any dispute or legal claims arising in regard to this contract must be litigated in the state of Hawaii, County of Kauai.
8. **DISCLAIMER**

A) Tenant hereby acknowledges the State of Hawaii is exposed to Tidal Wave/Tsunami/Hurricane threats. Please refer to our local phone book regarding inundation areas and evacuation instructions should a threat occur. B) Landlord cannot be held responsible for any noise pollution, including construction outside the perimeter of the property.

C) Weather in the State of Hawaii is unpredictable. D) Agent acts solely as agent for Owner – the Owner has final authority concerning all matters. E) Environmental disclosure: Every person reacts differently to various pesticides, chemicals and molds. Neighbors of the subject property may also use pesticides and chemicals that may affect a person that is sensitive to these items. Tenants are urged to investigate this issue prior to the arrival to Hawaii. Property managers are not experts in this field and not qualified to make recommendations or determinations concerning possible health or safety issues. F) Due to the tropical nature of Hawaii, owners and agents have no control over commonplace pests that may exist on the property. These may include, but are not limited to the following: geckos, centipedes, rodents, cockroaches, mosquitoes and ants.
9. **AGENCY COOPERATION & RESPONSIBLE PARTY** - If we cooperate with any other agency in securing the rental, we will not be held responsible for their representations and course of action. By signing this agreement, guest represents that Guest has actual agency authority for all Guests listed herein.
10. **RELEASE OF LIABILITY** - The tenants acknowledge that there is a swimming pool and Jacuzzi on the property and other amenities that could be dangerous to children or others. All tenants also acknowledge and accept the fact that there will be no lifeguards or any other supervision on the property during their stay, and that the owners or manager of the property will not be responsible for supervising the use of any of the facilities by either adults or children. All tenants and their guests undertake all use of the premises and the facilities at their own risk, and agree to hold the owner/manager free from and harmless and to defend the owner against any and all liability, claims, damages, injuries, death, causes of actions, attorney’s fees and costs or any other liability arising from tenants/guests use of the property.
11. **CANCELLATION/CHANGE POLICY** - Written notice of cancellation must be received at least 4 months prior to your planned arrival. **All cancellations are subject to a \$100 cancellation Fee.** If written notice is received less than 4 months, the full deposit will be forfeited. If received in less than 90 days, the rent and excise tax will also be forfeited, unless the property can be re-rented. We recommend you invest in travel insurance to cover costs of cancellations. **Changes to contracts after 30 days will be subject to a \$75 change fee.**

TENANT SIGNATURE: \_\_\_\_\_ CLIENT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

# Hale Makana Pool Waiver

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## RELEASE OF LIABILITY

The undersigned applicant agrees to abide by all rules, regulations, and policies of the Hale Makana Vacation Rental regarding the use of swimming pool and Jacuzzi on the property at 3771 Punahale Road, Princeville Hawaii 96722 – a copy of which appears below. The undersigned does further agree to hold harmless and indemnify the owner and rental agents of Hale Makana from any and all claims of negligence – including death, losses, damages, actions, causes of actions and liabilities of any kind or nature whatsoever which are directly or indirectly related to the use of the swimming pool and Jacuzzi by the undersigned and any guests, friends, or invitee's which result in injury or loss of property to any person using the facilities or equipment herein described.

The undersigned does further agree to be bound by any existing rules, regulations, or policies adopted by the Hale Makana Vacation Rental which may be changed, altered, or added at any time.

It is understood that use of the Swimming Pool involves an element of risk and danger of accidents and knowing those risks I hereby assume those risks. It is further agreed that this Release is to be binding on my heirs and assigns. I agree to indemnify and to hold the Released Parties and entity free and harmless from any loss liability, damage, cost, or expense which may be incurred as the result of my, or any resident's, death or any injury or property damage that sustained in connection with the use of the Swimming Pool & Jacuzzi at Hale Makana, Princeville.

I have read and understand the statements above in this Release and agree to abide by the conditions herein, and intend to signing bind myself, my minor children, any guests or invitees of the foregoing, my and the minors heirs, successors, executors, estate and dependents to the terms hereof.

**I EXPRESSLY AND VOLUNTARILY ACCEPT AND ASSUME ALL RISKS TO MYSELF AND ALL MINOR RESIDENTS IN MY UNIT, OF DEATH, DISABILITY, PARALYSIS, ILLNESS OR INJURY SUSTAINED WHILE USING THE SWIMMING POOL AND JACUZZI WHETHER OR NOT CAUSED BY NEGLIGENCE OF THE RELEASED PARTIES DESCRIBED HEREIN.**

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Name:

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Address

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Home Phone

Alternate Phone

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Contact Person Signature

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Date

# Hale Makana

## POOL & SPA RULES

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1. Strictly NO DIVING into the pool. The shallow end is only about 3.5 feet, and the deep end only 5.5 feet so diving could result in serious injury or death. Use of the pool and spa is at your own risk.
2. No running around deck. Please be cautious of slipping when brick is wet.
3. Only use plastic /acrylic glasses around the pool and spa area. Additional costs may be incurred if guests use glass or any broken glass is found in or around the pool or Jacuzzi after check out.
4. Do not take any sharp objects into the pool that may harm the vinyl liner.
5. Do not pull liner away from top of pool and alert manager of any problems such as excess water loss or pump problems.
6. Please fill pool with hose water if the level drops lower than the middle of the skimmer box at the far end of the pool.
7. Please shower and clean your feet before entering the pool or spa.
8. Please be considerate of noise levels when using these outdoor areas, especially after 10 pm.
9. A net around the side of the house may be used to remove any debris from the water, including the odd toad!
10. When using the spa, please replace the cover after each use and make sure jets are off as costs are very high to operate. Any guests found not to comply will be charged additional electric fees.
11. Pool lights may be switched on by the lanai doors. Please switch off after use.
12. The landscape lighting is on a timer or photocell and come on and off automatically each evening around dusk.
13. Please report any damages, malfunctions or misuse to the manager as soon as possible.