

TERMS AND CONDITIONS

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: A Booking Deposit equaling 25% of the total amount due is required within 10 days of making the reservation. The final payment, including taxes, is required 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, 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 \$50.00 service charge. If cancelled less than 90 days prior to arrival, the entire Booking Deposit will be forfeited. Cancellation made less than 60 days prior to arrival will result in forfeiture of the entire rent plus taxes unless the property can be re-rented for an equal or greater amount. All cancellations must be made in writing (email and Fax acceptable).

Any request for refunds due to medical emergencies or death of a loved one must be submitted in writing, along with the documentation from the individual's physician as to the nature of the medical emergency. Reservations not paid in full by the due date shall be subject to cancellation and forfeiture of the Booking Deposit. Each property is individually owned. Booking Deposits and Rental dues are not transferable from property to property. If Guest's check is dishonored by the bank, Agent reserves the right to require payment to be made by certified funds or money order, including a service charge of \$50.00.

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 hours maintenance emergency, please call Cyrila Pycha at (808) 635-4495. Guest accepts the property as is and agrees to keep it in good, clean condition.

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. Guest will not remove or rearrange inside or outside furniture. This could result in an additional charge.

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 may 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 from 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, the entire Booking Deposit will be forfeited. 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 it's Owners, is to refund any pre-paid rents that have been paid by the registered Guest.

LIMITED DAMAGE WAIVER: Included in Guest's rent and in lieu of providing a Security Deposit, is a Limited Damage Waiver. This is intended to protect Guest from accidental damage to the leased premises or contents during the stay. A description of the Limited Damage Waiver can be found at (<http://www.remaxkauai.com/damage-waiver.htm>) for review and is incorporated herein by reference.

PLEASE READ IT CAREFULLY. In order to administer the claims, Agent must be notified in writing prior to checkout of any damage.

SECURITY DEPOSIT: In the case of Special Events (e.g. Weddings, Graduations, etc.), Guest agrees to be responsible for any damage to the Premises or its contents, normal wear and tear excepted. The Security Deposit shall be applied to actual damages caused by Guest. After Your occupancy, the Premises will be inspected to determine if such damage or theft (including additional cleaning) has been suffered. 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 within forty-five (45) days of check-out. 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 that is left for the housekeeper during the out clean is subject to additional charges. The minimum Cleaning Fee stated on the Agreement is subject to change without notice. Mid-stay cleaning(s) may be required for extended rental periods at guest's expense. There will be a charge for any lost keys.

PHONES: The private phones in each unit are for Guest's convenience. Local calls (Kauai) are toll free.

Please charge all long distance calls to a credit card or third party.

OWNER'S CLOSET: One or more locked closets are reserved for Owner and access by Guest is not included in this License Agreement.

RULES, REGULATIONS AND LAWS: All properties are SMOKE FREE. Any smoking is to be done outside of the property. Sorry, 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 noise levels 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.

DOUBLE BOOKINGS: Double bookings are rare. In the event that Guest's reservation for the Premises overlaps or matches the reservation of another tenant, Agent reserves the right to relocate Guest to a different property within the Agent's rental program or that of another company. Commercially reasonable efforts will be made to ensure that the replacement property is reasonably comparable to the Premises. Agent shall have the sole right to select such replacement property. Guest will have the option to (1) accept the replacement property and pay any additional monies that are owed, as the case may be or (2) reject the replacement property and receive a refund of all rents and fees paid for the Premises. Guest hereby agrees that the choice between these alternatives will be your sole remedy for any and all damages, liability or inconvenience arising out of the double booking.

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.