

RENTAL AGREEMENT

CHECK-IN TIME is AFTER 3 P.M. PST AND CHECKOUT is 10 A.M. PST. NO Early Check-in or late checkout. You must first have written approval.

This is a NON SMOKING house. Please smoke outdoors only.

PETS are not permitted on property.

DAMAGE/RESERVATION DEPOSIT - A reservation deposit of \$500 is required. This must be received within five (5) days of booking the reservation. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met.

- No damage is done to house or its contents, beyond normal wear and tear.
- No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
- All debris, rubbish and discards are placed in dumpster, and soiled dishes are placed in the dishwasher and cleaned.
- All keys are left in lock box and house is left locked. \$25 charge for replacing keys.
- All charges accrued during the stay are paid prior to departure.
- No linens are lost or damaged.
- NO early check-in or late checkout without written approval.
- The renter is not evicted by the owner (or representative of the owner), the local law enforcement, or the security company employed by My Community.

PAYMENT – An advance payment equal to 50% of the rental rate is required 60 days before arrival. The advance payment will be applied toward the rent. Please make payments via credit card or personal checks payable to BEACH HOUSE. The advance payment is not a damage deposit. The BALANCE OF RENT is due thirty (30) days before your arrival date.

CANCELLATIONS –Cancellations that are made more than sixty (60) days prior to the arrival date are subject to a 5% cancellation fee or \$50, whichever is greater. Cancellations or changes that result in a shortened stay, that are made within 60 days of the arrival date, forfeit the full advance payment and reservation deposit, unless property is re-scheduled for the same period and at the same rate. If a portion of the rental is re-scheduled, a pro-rata refund will be made. Cancellation or early departure does not warrant any refund of rent.

MONTHLY RESERVATION CANCELLATIONS – Monthly renters must cancel one hundred twenty (120) days prior to check-in. Monthly renters who make a change that results in a shortened stay must be made at least ninety (90) days prior to check-in.

MAXIMUM OCCUPANCY – The maximum number of guests is limited to **twelve (12)** persons. An additional charge or **\$25.00** per person per night for guests in addition to twelve (12) will be assessed.

MINIMUM STAY – This property requires a three (3) night minimum stay. Longer minimum stays may be required during holiday periods. If a rental is taken for less than three days, the guest will be charged the three-night rate.

INCLUSIVE FEES – Rates include a one-time linen & towel setup. Amenity fees are included in the rental rate.

NO DAILY HOUSEKEEPING SERVICE –

While linens and bath towels are included in the house, daily maid service is not included in the rental rate. However, it is available at an additional rate. We do not permit bath towels or linens to be taken from the house, but we provide extra beach towels for your use.

RATE CHANGES – Rates subject to change without notice.

FALSIFIED RESERVATIONS – Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.

WRITTEN EXCEPTIONS – Any exceptions to the above mentioned policies must be approved in writing in advance.

PARKING – Vehicles are to be parked in designated parking areas only. Parking on the grass is not permitted.

WATER AND SEPTIC – The house is on a septic systems. The mineral content in the water is high. The septic system is very effective; however, it will clog up if improper material is flushed. **DO NOT FLUSH** anything other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products have been flushed and clog the septic system, you could be charged damages of up to two hundred dollars (\$200).

STORM POLICY–

HURRICANE OR STORM POLICY – No refunds will be given unless:

- The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
- A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.
- The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
 - Any unused portion of rent from a guest currently registered;
 - Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and
 - Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

TRAVEL INSURANCE – We highly recommend all guests purchase travel insurance. If you wish to purchase travel insurance, go to www.InsureMyTrip.com for details and to purchase.

DISCLAIMERS - The Papohaku Beach House is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

Guests understand that there are certain risks inherent to persons and property located adjacent to the ocean. Swimming in the ocean can be extremely risky, depending on wave and tide conditions: drowning's having occurred on Papohaku Beach. Guests understand that swimming is at their own risk, and that they assume all the risk when they do so in front of the Rizk/Smith property.

If you wish to use a credit card for this rental, please provide the following information

Name on credit card:

Credit card billing address:

City _____ State _____ Zip Code _____

Type of Credit Card: Master Card Visa

Credit Card Number _____

Exp date _____ CVV (Security) Code _____

I hereby give permission to charge my credit card for the amounts above. I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance.

By Signing Below, I agree to all terms and conditions of this agreement.
This is the entire Agreement between parties and shall be governed by the laws of the State of Hawaii and the USA.

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

Sign _____ Date _____

Sign _____ Date _____