

Ka'anapali Luxury Vacation Rentals, Fereshteh Tali P.O. Box 11134, Lahaina, HI 96761
(408) 892-2675

TERMS AND CONDITIONS

Name of Party: # of Guests: Adults Children

Property Reserved: (please write in your unit number) E-Mail Address:

Arrival Date & 4pm Earliest, Departure Date & Time: Checkout 11am

Guests' (full) Mailing Address:

Two contact phone numbers while traveling:

All Names of All Guests, with age if a Minor:

THE FOLLOWING TERMS & CONDITIONS ARE HEREBY ATTACHED TO YOUR RESERVATION AGREEMENT AND MUST BE COMPLETED AND RETURNED TO THE OWNER. THIS IS A LEGAL DOCUMENT GOVERNED BY THE LAWS OF THE STATE OF HAWAII AND SHOULD BE READ CAREFULLY.

LEASE RATES

Due to each of the properties being individually owned, rates and minimum stay requirements may vary. Owner, reserves the right to change any rates quoted prior to issuing a Reservation Confirmation. Rates are quoted based on minimum stay requirements.

Additional Guests is strictly prohibited without prior approval, and may incur an additional charge.

TAX

The State of Hawaii mandates a total tax of 14.416%, Excise tax is 4.166% and Transient Tax is 10.25% effective as of January 1, 2018, to be paid on all transient accommodations. Taxes are identified on the email. (Subject to change); Taxes are paid to state of Hawaii based on the guest's dates of stay. Any changes to the current tax rate will be charged or refunded to the guests depending on the increase or decrease.

AMMENITIES

The property Owner provides fully furnished accommodations. Additional amenities will vary from property to property.

DEPOSIT

Owner requires a 50% deposit prior to issuing any confirmation. An additional fully refundable deposit of \$200-\$500 or damage insurance is mandatory. This is required to offset any charges you may incur during your stay. (I.e.damaged or missing items, etc.).

RESERVATIONS

Reservations are confirmed only upon receipt of a 50% deposit, along with pertinent information on all guests. Receipt of the remaining balance in full is due 60 days prior to arrival. Reservations made inside of 60 days are payable in full at the time of booking. Failure to pay the remaining balance by the due date is subject to cancellation and forfeiture of deposit.

Check-in time is after 4:00pm and Check-out time is by 11:00am. Early Check-in or Late Check-outs need prior approval and may incur a fee.

REVISIONS

Any revisions this Reservation Agreement, made after confirmation is issued, must be in writing and is subject to owner approval.

CANCELLATION

ALL CANCELLATIONS MUST BE MADE IN WRITING. Cancellation outside a 60-day period prior to arrival is subject to a 10% (of total) cancellation Fee. Any cancellations made within the 60-day period may result in forfeiture of all monies paid. Owners will make every attempt to re-book the property. Should owner succeed in re-booking any portion of the reserved dates, we'll be glad to refund any pro-rata share, less 30% cancellation Fee. If there were fees paid to Pay Pal for credit card, it will be deducted from the total.

Payment Terms

The quote is for check, echeck or bank transfer only. Any other type of payment will incur fees. Credit card payments will incur 3% for US credit cards or 5% for international cards for convenience fee. If guests put in a reservation request and it is accepted, guests acknowledge that owner/agent will send guests an additional payment request and guests agree to pay for any fees the owner is charged. If guest's payment is not honored, guests will be charged \$30 for each returned payment.

Failure to pay the balance due within the 60-day period noted above may result in cancellation by the owner of the reservation and forfeiture of all monies paid.

CONDITIONS OF RENTAL

All of our properties are **NON-SMOKING** and smoking is strictly prohibited in and around the property. Any degree of disregard to this condition is subject to a minimum \$500.00 charge for Damages.

Initial-----

The property shall be in the same condition upon check-out as at check-in, other than normal usage that would be expected for a typical check-out cleaning. Damage or the need for additional cleaning may result in additional fees being incurred **Initial-----**

****Use of any spray tanning/sunscreen products inside this condo or on the lanai is STRICTLY PROHIBITED, and will result in forfeiture of your deposit. Initial-----**

*The Nana Screen doors are very sensitive. Please handle with care. If they are damaged, guest will be charged for the repairs. **Initial-----**

*Any defect/damage of the property or items in the condo at the time of arrival are to be reported to the owner the day of arrival. **Initial-----**

- Guest agrees to abide by all House Rules of the Property & the Owner; including, but not limited to, agreeing to cook only in areas designated for cooking and adhering to a no pets allowed policy. **Initial-----**
- Guest shall be liable for all acts of their family, friends, employees, and any other invitees otherwise, on the property during the rental period. **Initial-----**
- Guest may not sublet or assign this agreement, nor shall Guest permit any use of the property without the prior approval of the Property Owner; including, but not limited to, use of the pool, spa or Jacuzzi (where applicable) by other non-registered guests and more especially unsupervised children. **Initial-----**
- Guests understand that there are certain risks inherent to persons and property located adjacent to the ocean, as well as at the pool, spa or Jacuzzi. Guests and other permitted persons shall, under all circumstances, use the pool, spa or Jacuzzi (Where applicable) at their own risk. Further, use of boogie boards and/or other beach equipment is voluntary. By use of the same, guests and other permitted persons assume all risks of such use and agree to indemnify and hold owner harmless from all liability for any injury/death associated with the use of said equipment. **Initial-----**

Guest shall be responsible to return all keys and inventory upon departure. **Lost key charge is \$30.00 each. Initial-----**

If the safe is left locked by the guests or guests forget their combination and if a service call is required to have the safe opened, guests will be charged \$40.00. Initial-----

There will be no functions held at the property without prior written approval of the owner. Functions are identified as; weddings ceremonies, receptions or gatherings of 8 persons or more. **Initial-----**

Guest must immediately notify the owner of any/all loss or damage to the property. **Initial-----**

Guests acknowledge that the Owner would not rent the property without the Guests' acceptance of these conditions.

Initial-----

LIABILITY Initial-----

Guest accepts full responsibility associated with the occupancy of this property and agrees to hold the property Owner harmless for any and all accidents, injuries, or death. Under no circumstances shall the owner be responsible for any loss, damage, claim or injury, whether incurred directly, indirectly, consequently or otherwise, in law or equity, as a result of rendering of services or accommodations as described or substituted; and, including without restricting the generality of the foregoing as a result of any delay(s), substitution(s), rescheduling(s), or change(s), in the provision of services or accommodations provided.

If services or accommodations are substituted for any reason, including the sale of a property, owner and their property manager agree to act in good faith at all times, and reserves the right to substitute accommodations with a type comparable to those contracted at the time of confirmation. **Initial-----**

WEATHER AND TRAVEL RELATED EVENTS

Unless a mandatory evacuation is in effect, we do not refund for weather or travel related events that may occur during which the condo remains available for your occupancy. No refunds will be given for storms, hurricanes, bad weather, flight delays, canceled flights, or road conditions, etc. If concerned about these possibilities, we recommend guest obtain trip cancellation/interruption insurance. If a mandatory evacuation is issued, guest shall be entitled to a refund of

pro rata portion of the un-used nightly rental rate payable hereunder during the nights in which the mandatory evacuation is in affect and in which the unit is unoccupied by guest. **Initial -----**

The common elements including but not limited to the pools, gym, landscaping, hallways, pathways, lobby, etc. shall be available for your non-exclusive use as a guest of the Owner, however Owner makes no guarantees as to their condition, functionality or availability and you agree to hold Owner harmless and refunds will not be given in the event that their condition, functionality or availability is impaired.

Initial-----

ACKNOWLEDGEMENT: I/we, the undersigned, hereby warrant that I/we have read, understand, and agree to the above Terms & Conditions, and I/we agree to abide by Owner's restrictions of use of said property. **Initial-----**

Guest understands that we cannot guarantee that adjacent properties will be free from disturbances and/or not be under construction, being repaired or maintained in any way, or that State construction projects will not be in progress around the rental unit. **Initial-----**

Construction on or adjacent properties or construction conducted by the State, any closure of any amenities on the property for repairs/upgrades, is not reason for termination of this agreement, nor is it a reason for the refund/discount.

If any items in the condo stop working or break during a guest stay, owners will do their best to repair but due to limitations in availability of parts and arranging for service providers in Maui, it is possible that repairs may not be made quickly. Owner will NOT refund or issue any credit for any delay in repairs. **Initial -----**

Signature

Date _____ SIGN AND RETURN

As of now, the resort does not charge our guests the \$29/day resort fee but the resort charges everyone \$20/day for parking/amenity fee paid directly to the owner at the time of booking. (Subject to change by the HOA) **Initial----- This clause applies to Honua Kai Resort Condos only.**

The resort schedules pest control treatments every quarter and again as needed. Guests agree to allow the pest control technician in the condo to spray. They treat the entire building in one day and if we do not let them in, it compromises this condo and the surrounding condos. **Initial-----**

Fereshteh Tali (408) 892-2675
Ka'anapali Luxury Vacation Rentals
Principal Broker RB-21182