



Vacation Rental Agreement Standard Conditions

DEFINITIONS: For the purposes of this Vacation Rental Agreement (the "Agreement"), the following definitions will apply: "Agent" refers to OHANA BEACH RENTALS HAWAII; "Owner" refers to the legal owner of the Premises; "Guest" refers to the person or persons occupying the Premises; "Premises" refers to the real property, its contents and related amenities rented to the Guest pursuant to this Agreement; and "Rental Term" refers to the term of the Agreement.

PREMISES & MANDATORY OCCUPANCY DISCLOSURES: Guest acknowledges that the Premises, including all furnishings and fixtures therein, are privately owned. The Premises shall be used for residential vacation rental purposes only. Special events, i.e. parties, receptions, etc., shall not be allowed without the express written permission of Agent. 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, or any portion thereof. If the number of occupants changes, Guest must then immediately notify Agent, both by phone and in writing, of said change. Additional charges may apply. In no event, however, shall the Premises be sublet.

RENTAL PAYMENT/CLEANING FEE PAYMENT: Unless otherwise specified contractually, Final Balances (Rent and Taxes) are due 90 days prior to commencement of the Rental Term (120 days prior for Rental Terms commencing between the dates of December 15th and March 15th, May 15th and September 15th) (the "Final Balance Due Date"). Acceptable forms of payment are: personal check (tendered more than ninety (90) days prior to commencement of Rental Term), cashier's check, money order, traveler's check or cash (in office only). **Credit cards are not accepted.** Any fees or charges assessed by Guest's or Agent's banking institution(s) shall be borne by the Guest. All funds (and accrued interest) shall be held in Agent's Client Trust Account. **Reservations not paid in full by the Final Balance Due Date shall be subject to Cancellation and Security Deposit forfeiture.**

AGREEMENT CANCELLATION & CHANGE POLICY: Guest shall inform Agent, both by phone and in writing, of Guest's intent to cancel Agreement (the "Cancellation"). Unless otherwise specified contractually, For Cancellations received by Agent: **-on or more than ninety (90) days prior to commencement of the Rental Term (one hundred twenty)(120) days prior for Rental Terms commencing between the dates of December 15th and March 15th, May 15th and September 15th), Security Deposit shall be refunded, less \$500 Cancellation fee and any reservation charges. Rentals obtained through outside agencies may have additional Cancellation fees assessed prior to Security Deposit refund. Some Agent premium properties do not apply.** **-less than ninety (90) days prior to commencement of the Rental Term (one hundred twenty (120) days for Rental Terms commencing between the dates of December 15th and March 15th, May 15th and September 15th), Guest shall forfeit Guest's prepaid Rent & Taxes. Travel Insurance is recommended. The Rental Term may be extended, subject to availability, only by the execution of a new Agreement and the full pre-payment of the additional Rent and Taxes related to the extension term. Reductions of the Rental Term (subject to minimum stay) or in the number of Guests used to calculate the rental rate must be submitted to Agent in writing prior to the Final Balance Due Date. Reductions made after the Final Balance Due Date shall not result in refund or reduction of Final Balance due. A \$150 fee shall be charged for ANY Cancellation. Each modification resulting in the issuance of a new Agreement will incur a \$150 fee. Cancellations/changes for Premises secured through outside rental agencies may incur additional fees.**

CLEANING FEE: The minimum Cleaning Fee stated on the Agreement is subject to change without notice. The Cleaning Fee is mandatory and shall be deducted from the Security Deposit (see below). Mid-stay cleaning(s) may be required for extended Rental Terms at Guest's expense.

OWNER/AGENT RESERVATION CHANGE & CANCELLATION POLICY: In the unlikely event that the Premises becomes unavailable for any part of the tenancy specified herein, Owner and Agent's liability shall be limited to providing comparable accommodations or providing a refund of monies for the portion of the Rental Term made unavailable.

SECURITY DEPOSIT/ REFUND: The Security Deposit is held separately and shall not be applied toward the Final

Balance due. The Security Deposit, less the mandatory Cleaning Fee (see above) and any other costs for willful damage to the Premises or additional costs of cleaning beyond the normal Cleaning Fee, shall be refunded by mail within thirty (30) days from the end of the Rental Term. Some circumstances (phone billing charges at Premises without toll-restrictors, rentals procured through outside rental agencies and reservations with additional charges for damages or additional cleaning charges) may require additional time to process. For Premises without toll-restrictors, a one-time \$20 fee will be assessed to process any long-distance charges incurred during the Rental Term. There are no charges for local (on-island), toll-free and credit card calls.

DISCLAIMER: (A) Accommodations. Guests are required to **immediately** inform Agent of any problems associated with the Premises, including appliances, furnishings, spas, Jacuzzis and pools. Agent shall undertake reasonable efforts to remediate any reported problems. However, no refunds will be given for inoperable furnishings or fixtures. (B) Weather. Hawaiian weather is unpredictable. Inclement natural conditions shall not serve to alter or cancel Guest's obligations under this Agreement. Should the Premises be made uninhabitable during a tenancy due to hurricane or other natural disaster, monies will be refunded as described in the Owner/Agent Reservation Change & Cancellation Policy above.

RELATIONSHIP OF PARTIES: Guest acknowledges that Agent acts, in all regards, solely as agent for Owner and that Owner has the final authority concerning all matters related to Guest's rental and use of the Premises.

ENTRY: Hawaiian landlord-tenant law stipulates that the tenant must allow the landlord/agent entry into the unit to inspect, make repairs, and show the dwelling to prospective purchasers and tenants. The landlord/agent, except in emergencies, shall give the tenant at least two days' notice and shall enter only during reasonable hours.

INDEMNIFICATION: OWNER AND AGENT ARE NOT RESPONSIBLE FOR LOST, STOLEN OR MISPLACED ITEMS LEFT IN OR ABOUT THE PREMISES. Guest hereby indemnifies, holds harmless and agrees to defend Agent and Owner from and against all claims, damages, expenses (including, without limitation, reasonable attorney's fees and legal recovery costs), liabilities and judgments on account of injury to persons, loss of life, damages to the Premises, caused by the negligence and/or willful misconduct of Guest, Guest's invitees or any other persons. The Guest's obligations with respect to indemnification shall remain effective, notwithstanding the expiration of termination of the Agreement, as to claims arising prior to the expiration or termination of this Agreement.

LITIGATION: Any dispute or legal claims arising in regard to this contractual agreement must be litigated in the State of Hawaii, County of Oahu.

RESPONSIBLE PARTY: By signing this Agreement, Guest represents that Guest has actual agency authority for all guests listed herein.

TRAVEL INSURANCE: Travel Insurance protection is recommended to cover the amount of the Final Balance (Rent and Taxes) which is subject to forfeiture, in the event of Cancellation, at the approximate cost of 4%-7% of the Final Balance Due. Please indicate below whether you would like to learn more about Travel Insurance.

YES I would like to obtain/learn more about Travel Insurance protection. Please have my Rental Agent contact me for a referral.

NO I wish to Decline Travel Insurance protection.

(Failure to indicate the "Yes" option above will indicate that Guest wishes to decline Travel Insurance protection.)

ACCEPTED: _____ **GUEST Date**

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*** Please include a photo copy of driver's license or passport and Social security card to validate identity.**