



Hanalei Beach House

VACATION RENTAL CONTRACT

Property Name: Hanalei Beach House

Check-In (3:00 p.m.): _____

Check-Out (10:00 a.m.): _____

Reservation by: _____ on _____

Name of Guest in Charge _____

Mailing address: _____

Phone Number: _____

Fax Number: _____

Cell Phone Number: _____

Email Address: _____

Full Name of Guests:

1. _____
2. _____
3. _____
4. _____

Additional charge per person per week: \$ _____

Arrival/Departure Information:

Car Rental Agency: _____

Arriving: Island: Kauai Airport: Lihue Date: _____ Time: a.m. or p.m.

Airline: _____ Flight #: _____

Departing: Island: Kauai Airport: Lihue Date: _____ Time: a.m. or p.m.

Airline: _____ Flight #: _____

Maximum Occupancy of Property: 4

Bedrooms: 2 XXX Ocean view

Bathrooms: 2 XXX Mountain View

XXX Non Smoking

***** Late check-outs will be charged a late check-out fee of one day's rental plus applicable taxes. *****

Property Rented: **Hanalei Beach House, 4906B Weke Rd., Hanalei, Kauai, HI 96714**

Rental Rate: _____ at _____ per _____ : \$ _____

2nd Rate: _____ at _____ per _____ : \$ _____

Total Gross Rent: \$ _____

Hawaii State General Excise Tax (4%): \$ _____

Transient Accommodations Tax (9.25%): \$ _____

Cleaning Charge: \$ _____

Security Deposit: \$ _____

*****TOTAL RENT DUE***:** \$ _____

Your payment due no later than: _____

If payment is not paid by the due date we have the right to cancel the reservation.

*****SECURITY DEPOSIT***** (Due within 7 days of Reservation): \$ _____

Please note: Security Deposit is a separate amount and is NOT to be deducted from total rent due.

"Contract": Signing this Agreement constitutes a contract, namely:

1. Acceptance of all terms, conditions, policies and procedures detailed therein, including the payment and rental terms found on the following page.
2. Acceptance of full financial responsibility for late departure, any loss of inventory, excessive housekeeping, damage or repairs due to abuse or neglect for the property occurring within the duration of your stay.

APPROVED & AGREED: _____ (Tenant's Signature)

Upon Receipt of full payment of your rent and security deposit, directions and key instructions will be mailed to you.

VACATION RENTAL TERMS
PAYMENTS

- **SECURITY DEPOSIT:** Due within 7 (seven) days of booking to confirm your reservation. Any long distance phone charges, unreturned keys, loss or damage to the rental property can be deducted from your deposit, including but not limited to the following: number of guests exceeds that which is listed on the rental contract, excessive cleaning/laundry, or rearranging furniture that has been moved, replacement of missing items from unit (including beach towels), soiling of towels, linens and carpets, costs of cleaning beyond the normal out clean fee, costs to replace keys and misuse of items belonging to the property.
- **PAYMENT:** Reservation fee is non-refundable. Full/balance payment is due no later than 60 (sixty) days prior to check-in date. Christmas and Summer bookings require full/balance payment no later than 90 (ninety) days prior to check in date. If booking/payment is within 30 (thirty) days of check-in date, the funds need to be paid in "cash" form such as a bank/cashier's check, traveler's check, or money order. If payment is not received by the due date, reservation may be cancelled.
- **CANCELLATION/REFUNDS:** All cancellations are subject to a \$150 processing fee. All cancellations must be made in writing (fax or email acceptable). For cancellations less than 90 days, Security Deposit is forfeited. Less than 60 (sixty) days of your check-in date (90 days for arrivals 12/5 to 1/5 and 5/15 to 9/5), your full rent and taxes will be forfeited (unless dates can be re-booked). Security Deposit shall be returned.

Rental Terms

- Hanalei Beach House (HBH) unilaterally and at its sole discretion reserves the right to change or cancel the reservation for any reason with refunds made accordingly in the event this property becomes unavailable for rent.
- **Management Access:**
Guest agrees to allow HBH and/or assignees the right to enter due to the following: a) To make necessary or agreed repairs; b) To supply services agreed upon; c) In case of emergency, we reserve the right to enter at any time for the purpose of safe keeping or prevention of further damage. Note: Please notify us if you will be absent from the property for more than 2 days.
- **Landlord Responsibility:**
a) We will give you the right to occupy unit per agreement; b) We will provide and maintain appliances. We will not be liable for interruption of these services that is beyond our control. We will also not be responsible for interruption of electricity, water, or gas beyond our control. Please promptly notify us of any problems. You may not end this agreement because of these interruptions.
- **Tenants Responsibility:**
a) Notify us of any defects or problems; b) Use the unit as a place to live; you may not use it for any filmmaking, photo shoots, unlawful, improper, or offensive purpose; c) furniture is not to be moved within or room the unit; d) No parties/functions within the rental property; e) No animals/pets allowed in the unit or on the property; f) No smoking within the unit; g) No shoes to be worn within the unit; h) Please obey all house rules posted in the unit.
- **Miscellaneous:**
a) Housekeeping services may be available by request only and will incur additional fees; b) This contract is binding and cannot be modified or terminated by a sudden change of circumstance; c) You must leave unit on the date and time designated, unless prearranged, and any additional rent must be paid in advance; d) Abandoned possessions: We will not be responsible for any of your personal effects left in the unit. We will be glad, if found, to mail them to you and have the right to deduct postage from your security deposit; e) Unit may not be sublet or assigned.
- **Disclaimer:**
a) Guest hereby acknowledges that The Hanalei Beach House located at 4906 Weke Road in Hanalei, Hawaii is in the Tsunami Evacuation Zone and is exposed to Tidal Waves, Tsunamis and Hurricane threats. Please refer to our local phone book regarding inundation area and evacuation instructions should a threat occur; b) We recommend Travelers Insurance for any unforeseen circumstances. Unfortunately we are not held responsible for any noise pollution including construction outside the perimeter of the property; c) Weather in the State of Hawaii is unpredictable; d) 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 pesticides and other chemicals. Due to the tropical nature of Hawaii, many homeowners regularly use pesticides to combat pests in their home, and homes that have not been diligently cleaned and aired out on a regular basis may be subject to mold. If Guests are sensitive to pesticides, chemicals or molds, Guests are urged to investigate this issue prior to their arrival to Hawaii. Property managers are not experts in pesticides, chemicals or molds and not qualified to make recommendations or determinations concerning possible health or safety issues.
- GUESTS FOR THEMSELVES AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY RELEASE 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, SUIT OR CAUSE OF ACTION WHICH MAY BE ASSERTED.

CHECK-IN TIME: After 3:00 p.m.

CHECK-OUT TIME: By 10:00 am

TENANT SIGNATURE _____

DATE _____