



Hale Kaaawa Vacation Rental: Terms & Conditions

An agreement between Ka Lae Hale LLC. and: _____ (herein after referred to as *the lessee*). The parties in this agreement, Ka Lae Hale LLC., a corporation duly organized and existing under the laws of the State of Hawaii and having its offices and mailing address at P. O. Box 91 Kaaawa, Hawaii. 96730 and *the lessee*, having its mailing address at: _____

TERMS

WHEREAS, Ka Lae Hale LLC. provides a rental unit the Hale Kaaawa: 5 bedroom, 4 bath, plus a loft, sleeps 12-14 people. 2 full kitchens, TV's, DVD player's, washer and dryer, 2 parking stalls and usual household furnishings, desires to rent to *the lessee*. The term is for 1 month (30) days, however shorter terms are accepted. This is NOT a Bed and Breakfast Vacation Rental.

PAYMENTS:

DAMAGE DEPOSIT: Due within 7 (seven) days of booking (check, wire-transfer, cash, credit) 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: 50% of the deposit is due with in (7) days of booking. The full/balance payment is due no later than (7) days prior to check-in date. If booking/payment is for a stay less than a (7) night, 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, the agency has the right to cancel the reservation. **Please note if you wish to pay via Credit Card we do charge an additional Processing Fee.**



CANCELLATION/REFUNDS:

Any cancellations made 60 days prior to check in date, in writing, 75% refund. **Cancellations made after 60 days NO refund.**

Please make payment out to Ka Lae Hale LLC

Address:

Ka Lae Hale LLC

PO Box 91

Kaaawa, Hi 96730

RENTAL TERMS:

Ka Lae Hale, LLC. 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. Ka Lae Hale, LLC. Agrees to use best efforts to secure an equivalent rental property. If this is not possible, Ka Lae Hale, LLC. Reserves the right to cancel this reservation and return all monies to Guest(s).

Guest Agrees to allow Ka Lae Hale an/or assignees the right to enter due to the following:

a) To make necessary or agreed repairs. b) To supply services agreed upon. c) If unit is for sale, we will give you 48 hours advance notice to show the unit at reasonable hours d) In case of an emergency, we reserve the right to enter at anytime 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 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 from the unit. d) No parties/functions within the rental property (unless previously arranged with the owner or booking agent) (an event fee will be applied) 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 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) Changes: The booking agent must be notified of any changes as soon as possible for which there may be a service charge for each accepted change to the reservation d) You must leave unit on the date and time designated, unless prearranged, and any additional rent must be paid in advance e) 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 f) If we cooperate with another agency in securing the rental, Ka Lae Hale will not be held responsible for their course of actions g) Unit may not be sublet or assigned without prior consent of Ka Lae Hale, LLC.

Disclaimer:

a) Guest hereby acknowledges the State of Hawaii is exposed to Tidal Wave/Tsunami/ Hurricane threat. 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) Agent acts solely as agent for Owner, the Owner has final authority concerning all matters .e) 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 Ka Lae Hale, LLC. AND THEIR RESPECTIVE DIRECTORS, 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 11:00 a.m.

Rental Dates: _____

Accepted by: _____

Signature: _____

Print Name _____

Date: _____

Proposed by:
Ka Lae Hale LLC.

Moroni Riordan
Proprietor

Date: _____

Mail to: Ka Lae Hale LLC, P.O. Box 91, Kaaawa, HI 96730