



Hanalei Land Company Rental Agreement

Renter Name: _____ Company: _____

Address: _____ City, State, Zip: _____

E-Mail: _____ Phone: _____ Fax: _____

Property & Address: _____ Property Phone: _____

Arrival: _____ Departure: _____ Nights: _____ Flight Info: _____

Occupant List (All Adults & Children)

Name 1: _____ Age: _____ Name 2: _____ Age: _____

Name 3: _____ Age: _____ Name 4: _____ Age: _____

Name 5: _____ Age: _____ Name 6: _____ Age: _____

Name 7: _____ Age: _____ Name 8: _____ Age: _____

Name 9: _____ Age: _____ Name 10: _____ Age: _____

Rental Rates and Calculations

Daily Rental Rate: _____ X _____ Days = _____

Weekly Rental Rate: _____ X _____ Days = _____

Hawaii General Excise Tax @ 4.166% = _____

Hawaii Transient Accommodations Tax @ _____% = _____

Outclean Fee: _____

Reservation Fee: _____

Mid Clean Fee: _____

Security Deposit (due within 10 days of booking): _____

Total if Paid by Check: _____

Total if Paid by Credit Card (3% CC fee) _____

Balance of total charges due by (60 days in advance of stay): _____

RENTAL RATE INCLUDES: Property rental for a maximum of 12 occupants at the property. This property is equipped with a TV, DVD & CD player, high speed internet access, linens, dishes, flatware, kitchen utensils and an initial supply of soap and paper goods. **ADDITIONAL CHARGES/NOT INCLUDED:** The rental rate does not include 13.41% Hawaii taxes, security/damage deposit, maid service, extra person charges, excessive cleaning charges or any other items not specifically listed in the Rental Rate Includes section above. Additional services may be arranged separately. **SECURITY/DAMAGE & INCIDENTALS:** In addition to the rental charges, this property requires a security deposit to assure payment for damages exceeding normal wear & tear, excessive cleaning costs, long distance phone charges, and any other incidentals during occupancy. **RESERVATIONS & PAYMENTS:** A reservation is being held for the specific dates above. We must receive a signed copy of this completed Rental Agreement and the applicable deposit/payment by the date shown below or the reservation will automatically be cancelled. Reservations made within 60 days of arrival will require full payment of all charges within 10 days of booking. Acceptable forms of payment are personal check, cashier's check, money order, and Visa or MasterCard for a 3% fee. The estimated accounting and payment schedule for this reservation is as follows:

Record of Payment

Deposit Received: _____

Check # _____

Rent Received: _____

Check # _____

Deposit Refunded: _____

Check # _____

Credit Card# _____

Expiration Date: _____

CANCELLATION POLICY:

1. All cancellations must be in writing.
2. A one-time cancellation fee of \$100.00 will be charged on any and all cancellations.
3. Deposit will be forfeited if less than sixty (60) days notice is given.
4. Rent and taxes will be forfeited if less than thirty (30) days notice is given.
5. A fee of \$100.00 will be assessed for any changes made after receiving security deposit.
6. Hanalei Land Co., LLC unilaterally and in its sole discretion, reserves the right to change or cancel the above reservation for any reason.

Signature below certifies that the renter agrees to the rates, terms, inclusions and cancellation policy:

Renter Signature & Date: _____ HLCO Agent Signature & Date: _____

Hanalei Land Company, LLC • Phone (808) 826-1454 • Fax (808) 826-6363 • Toll Free (888)-900-1454

PO Box 81, Hanalei, Kauai, HI 96714 • Office M-F 9:00am-4:00pm • info@hanaleiland.com • www.hanaleiland.com



Hanalei Land Company Rental Agreement (Continued)

General Terms, Restrictions & Disclosures

The general terms, conditions and disclosures which apply to this property include, but are not limited to, the following:

SECURITY DEPOSITS: Security Deposit required to confirm a reservation is equal to 25% of rent. All funds will remain in the CLIENT TRUST ACCOUNT with interest accruing to HLCO. Security Deposit is in addition to rent and not to be deducted from Total Rent Due. Long distance phone charges, costs of any damages caused by the guest(s), costs for replacement of missing items from the unit (including beach towels), costs of cleaning beyond the normal out clean fee, and costs to replace keys or locks for unreturned keys (\$50 fee for any keys not returned) will be deducted from the Security Deposit. Security Deposit Refunds can take up to 2 months. HLCO reserves the right to retain deposit until the phone, cleaning and necessary repairs are cleared.

CHANGES, CANCELLATIONS & REFUNDS: Any change of dates subsequent to execution of this rental agreement is subject to Agent/Owner approval. Guest-initialed cancellation at any time after execution of this rental agreement will result in the loss of rental deposits and payments unless the time period booked can be re-rented at an equivalent rate and length of stay. No refunds will be made for late check-ins; early check-outs, no-shows or for booked but unused services. A change fee of \$100 for all cottages (\$500 for Kauikeolani Estate) will be assessed for any reservation changes after the security deposit has been received. Refunds will be made only if the property rented becomes unfit for habitation and no acceptable substitute can be found. Hanalei Land Company strongly recommends the purchase of trip interruption/trip cancellation insurance to help protect financial losses if trip delay or cancellation is necessitated by certain kinds of unforeseen circumstances.

LIABILITY: Hanalei Land Company, or its employees, subagents or assigns, (hereafter jointly and severally referred to

as Agent) acts only as a marketing agent for the property Owner, and other suppliers providing accommodations, property management, and guest services. Agent does not own or manage any property offered for rental and does not exercise control over or have direct supervision of the respective owners, managers or service providers. If accommodations or services must be substituted for any reason, Agent, Owner and Manager will act in good faith and use their best efforts to substitute accommodations or services of a type comparable to those originally contracted and that are acceptable to Guest(s). Agent, Owner or Manager, upon just cause, reserves the right to refuse or discontinue service(s) and/or to rescind any contract for accommodations or guest services.

INDEMNIFICATION & RELEASE OF LIABILITY: The undersigned Guests/ Occupants understand and acknowledge that the Owner, Manager or Agent are not responsible for loss, damage or theft of Guest's/Occupant's personal property and that they bear the financial responsibility for the rental contracted; for loss, damage or theft of guest's, occupant's and invitees' property and for malicious, negligent or incidental damages to the property by any occupant(s), guest(s) or vendor(s) invited onto the property and are the only occupants with legal standing in any matter(s) of dispute or litigation which might arise pursuant to, or in consequence of any accommodations or services provided or as substituted under the rental agreement. Guests/Occupants acknowledge and agree that Agent, Owner or Manager shall not be held liable for any loss, expense, damage or claim for injury whether direct, indirect, consequential or otherwise; whatsoever or howsoever caused or incurred; whether arising in contract or otherwise in law or in equity as a result of the rendering or the services or accommodations as herein described or as substituted and including, without restricting the generality of the foregoing,

the result of any delay(s), substitution(s), rescheduling(s) or change(s) in the provision of accommodations or services by Agent, Owner or Manager or by reason of military actions, revolution, acts of God, or by agents, employees, subcontractors, servants or third parties whatsoever in supplying any of the accommodations or services as described herein or as substituted.

SETTLEMENT OF DISPUTES: Guests and Occupants understand, acknowledge and agree that the terms of the Rental Agreement for this property will be governed by the applicable laws, statutes and provisions of the State of Hawaii. Guests and Occupants further agree not to file any lawsuit naming the Owner, Manager or Agent with respect to the terms and conditions; or with respect to the rendering of accommodations of services specified in the Rental Agreement; or, for loss, damages, theft, or bodily injury to guests, occupants and/or invitees arising from the occupancy or use of the property. Guests/ Occupants and Owner, Manager and Agent jointly and severally agree that any disputes or claims connected with, arising from, or in consequence of any of the aforementioned circumstances shall be submitted to a mutually agreed upon independent arbiter and that all parties shall be bound by and shall abide by the findings of said arbiter without further action or recourse.

ACKNOWLEDGMENT: I/We, the undersigned hereby apply for rental of the above referenced property and warrant that I/we have read, understand and agree to the disclosures and the terms and conditions of rental set forth herein, on Addendum "A" and on the printed description for this property. I/We further understand that the Owner's and/or Agent's offer to rent this property is conditioned upon guest(s) and occupant(s) acceptance of the stated disclosures, terms, conditions and house rules. A fax or email transmittal of this Agreement shall be deemed to have the same standing as an original document.

This is a legal document and should be read carefully prior to signing.

Renter Signature & Date: _____ HLCO Agent Signature & Date: _____



Hanalei Land Company Rental Agreement (Continued)

Credit Card Guarantee

This Credit Card Authorization & Guarantee is executed in conjunction with the Rental Agreement executed for the rental of (name of rental) _____ or arrival on _____ departure _____ and is incorporated therewith by reference. The authorization and guarantee provisions contained herein are extended to include Hanalei Land Company and its sub-agents; the property Owner, the Owner's designated property Manager; and, the vendors or providers of other specific services as ordered and authorized by the Occupant/ Guest executing this document. For the purposes of this authorization and agreement the terms Occupant(s) and Guest(s) are used to designate the person(s) executing the Rental Agreement; and the terms Agent, Owner, Manager and Vendor are used to designate the person(s) supplying the property, goods and services as set forth in the Rental Agreement.

Section I. Credit Card Authorization

Guest acknowledges and understands that a processing fee of 3% may be added to any rental charges authorized (rent, tax and/or security deposit) and that an additional service charge of 15% will apply to guest services charges (limo transfers, extra maid service, activities, etc.). 3% credit card processing fee will be waived if payment is made by check, money order or electronic transfer.

Guest/Occupant specifically authorizes use of the credit card specified below in payment of:

_____ Reservation deposit _____ Final Payment _____ None. Payment will be provided via check, money order or electronic transfer.

GUEST INITIAL: _____

Section II. Credit Card Guarantee

WHEREAS, it is impractical or impossible for Agent or Owner to obtain the Occupant's/Guest's credit card imprint with an original signature, and, WHEREAS, the undersigned understands that Agent and/or Owner may not be able to re-book the property for the same time period covered by this reservation, and consequently lose income, if the Occupant/Guest cancels this reservation, and WHEREAS, the undersigned understands that deposit monies paid by Agent to the Owner/Manager to secure this reservation for the Guest may be retained by the Owner upon Guest's cancellation and that monies paid by Agent to Owner/Manager to secure this reservation for the Guest may not be refundable or recoverable in the event of cancellation, now,

THEREFORE, Occupant/Guest agrees to make a Security/Damage and Incidentals Deposit in the amount specified in the Rental Agreement and to execute this Credit Card Authorization & Guarantee to protect Agent and Owner against any damages to and/or loss of items from the property, and to assure payment of items charged to the Guest's Incidentals Account. Charges such as long distance phone, unpaid charges for services rendered to Guest, damaged or missing property, or other amounts in excess of the Security/Damage and Incidentals Deposit will be billed to the Guest's credit card in accordance with the terms of the Rental Agreement. Guest hereby authorizes Agent or Owner to make such credit card charges and warrants that the signature below is valid and is the same as on the back of the credit card listed below.

Card Type _____ Card Number _____ Expiration Date _____

Name on Card _____ Billing Address _____

Signature _____ Date: _____



Hanalei Land Company Rental Agreement (Continued)

Addendum "A" To Rental Agreement - House Rules and General Disclosures

Guests, family, friends and invitees named on the occupant list, and/or as subsequently added, shall:

- 1. Not sublet or assign the rental agreement, or any portion thereof, without the written approval of the Hanalei Land Co., LLC.
- 2. Abide by disclosed property rules and restrictions and inform any other guests and invitees of said rules and restrictions.
- 3. Be responsible for the acts of other occupants, family, guests, invitees or contracted vendors allowed onto the property.
- 4. Restrict occupancy of the property to not more than the rate-included or pre-approved number of occupants. Extra occupants will result in extra charges and may serve as just cause for eviction or termination of the rental agreement.
- 5. Parties, weddings receptions and other such functions which draw additional neighborhood traffic are not permitted at this property. Any exception will require written permission, proof of insurance and may entail other requirements and fees.
- 6. All homes are non-smoking homes. Violation will result in substantial maid and steam-cleaning fees.
- 7. Not bring any illegal items, substances or paraphernalia onto/into the cottage or use the property for any illegal purposes.
- 8. Not bring or allow pets or animals of any size, manner or description onto or inside the property.

- 9. If applicable, use the outside shower to rinse off beach sand and suntan oil prior to entering the interior of the house.
- 10. Observe neighborhood restrictions of reduced noise between 7:00pm – 10:00pm and quiet time from 10:00pm to 7:00am.
- 11. Promptly notify Hanalei Land Co, LLC of any property or equipment defects, malfunctions or damages.
- 12. Allow reasonable access to the property to perform normal maintenance and to make necessary inspections or repairs.
- 13. Leave the property in the same condition at check-out as it was at check-in; normal wear and tear excepted.
- 14. Observe check-in time of 3:00 pm or later and check-out time of 10:00 am or earlier unless a written exception has been granted. If a late check-out has been approved, late check-out time is 12:00 pm. Departures later than 12:00 pm will be assessed up to one night additional rent.
- 15. Leave all keys in the home at check-out. Cost of replacements or re-keying will be assessed to occupant.
- 16. All beaches in Hawaii are public; there are not privately owned beaches. Private property begins at the high tide mark or at the commencement of the vegetation line.

- 17. Ocean swimming has certain inherent risks. Wave and current conditions and dangerous sea creatures vary from area to area, day to day and season to season. Always check ocean conditions with the local authorities prior to swimming. Never turn your back to the ocean and never swim alone. Risk and responsibility for ocean swimming rests solely and completely on occupants and guest; lifeguards are not provided.
- 18. Much of the island of Kauai is located in a tsunami inundation zone; June through November is considered hurricane season. In a tropical environment, even with diligent pest control, properties will tend to have a modicum of bugs, ants and geckos.

This is a legal document and should be read carefully prior to signing.

Renter Signature & Date: _____ HLCO Agent Signature & Date: _____



Hanalei Land Company Rental Agreement (Continued)

Addendum B: Release Of Liability

This document affects your legal rights. Please read it carefully prior to signing.

This Addendum is a supplement to the liability, release of liability and indemnification sections on Page 2 of the Rental Agreement to which it is appended and the provisions of those referenced sections remain in full force and effect.

Definition of Terms: The term Owner refers to the property owner and Owner’s employees, designees and service vendors. The term Renter refers to the person executing the rental agreement and this Addendum. The terms Guest or Invitee refer to additional occupants and visitors at/to the property. The term Released Parties refers to the property Owner, Owner’s employees and vendors and to the booking agent for the property.

I, _____ as Renter, Lessee, Occupant or Guest, am aware that being in or around oceans, beaches, ponds, decks, patios, lanais, oceanfront precipices and other residential features and structures requires extreme caution and entails certain risks in the use thereof. In the rental, use and/or participation in activities in or at any and all such features and facilities at the rented property, I, on behalf of myself, my family members, my Guests and/or Invitees, warrant that I/We have been forewarned of the dangers involved and that I/We assume all risks and full responsibility pertaining, but not limited, to accidents, personal injury, illness and/or death that may result, or be alleged to result, from the use of said features and facilities. Further, I/We acknowledge that the

property owner has made my/our execution of this release of liability a specific condition in the acceptance of my/our rental. Therefore,

1. I agree that my/our use of the property and its facilities will be conducted with the utmost caution and vigilance toward my/our safety and security and that of any family members, additional occupants, Guests and/or Invitees.
2. I agree that I will not sue or otherwise make any claim against Owner or any other Released Party for any loss, injury, illness, death or damage that might result, or be alleged to result, to me, my family, my guests or my invitees from the use of the property and facilities.
3. I agree that the Released Parties shall not be legally responsible for the loss injury, illness, death or damages to me, my family, my Guests or my Invitees that might result, or be alleged to result, from the use of the property and its facilities.
4. Express Assumption of Risk and Responsibility: I affirm that I am of legal age, am of sound mind and judgment, and that I am executing this document on behalf of myself and for any minor children for whom I am the parent and/or legal guardian. I acknowledge that I have read and accept all the terms and conditions contained herein; that I understand the risks and liabilities pertaining to the use of the rented property and facilities and that I assume all risks and am solely responsible for my own safety and security and for the safety and supervision of any minor children for whom I am parent and/or legal guardian.

5. Express Authorization for Medical Treatment: In the event that I am incapacitated as a result of accident, illness or injury and I, or another legally responsible party, may be unable or unavailable to make decisions pertaining to a medical emergency, I hereby authorize any rescue, transportation and/or medical services deemed necessary. I also warrant that I have appropriate insurance and/or that I will pay all associated costs of such services as may be rendered on my behalf.

6. I agree to release, indemnify and hold harmless the Released Parties, their principals, their employees and their service vendors from all actions, claims or demands for myself, my heirs or personal representatives from any loss, injury, death of damage that might result, or be alleged to result, to me, my family, my guests or my invitees from the use of the property and facilities. The terms of this release shall also be binding as to any other persons, including all family members, heirs, Guests occupants and/or minor children who may accompany me.

7. If any portion of this Release of Liability is held to be invalid the remaining portion of the Release shall remain in full legal force and affect.

I agree to the above terms and conditions and, further, agree that any dispute regarding this addendum and the execution of any of its provisions shall be handled by arbitration as described in the Settlement of Disputes section in Terms and Conditions of Rental.

This is a legal document and should be read carefully prior to signing.

Renter’s Full Printed Legal Name: _____

Renter Signature & Date: _____ HLCO Agent Signature & Date: _____