



Reservation Rental Agreement

RENTAL RATE INCLUDES:

Property rental: maximum amount of guest's are 6 people for a 2 bedroom and 8 guest's for 3 bedroom properties.

ADDITIONAL CHARGES/NOT INCLUDED:

The rental rate does not include security/damage deposit, transfers, baggage handling, maid service, chef service, food, beverages, personal laundry service, extra person charges, excessive out-cleaning charges or any other items or services not specifically listed in this agreement.

VACATION RENTAL DAMAGE PROTECTION:

\$69.00 Damage Protection.

As a part of your stay, you may purchase a Vacation Rental Damage Protection plan designed to cover unintentional damages to the rental unit interior that occur during your stay provided they are disclosed to management prior to check-out. If purchased, the policy will pay a maximum benefit of [Policy Limit]. Any damages that exceed [Policy Limit] or are not covered under the plan will be charged to the credit card on file. If, during your stay at one of our rental properties, an insured person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of \$3,000.00. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy vacationrentalinsurance.com/g20vrd. The Vacation Rental Damage plan can be purchased up to, and including at, check-in. By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly Kohala Coast Properties Inc. any amount payable under the terms and conditions of the Vacation Rental Damage.

VACATION RENTAL INSURANCE:

Select one: Add Travel Insurance (6.95%) Or No thanks. I understand that I may be responsible for cancellation costs.

CSA Vacation Rental Insurance has been made available with your reservation. Vacation Rental Insurance reimburses for pre-paid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. We strongly recommend you purchase this valuable protection. If you do not elect coverage, you acknowledge you have read and understand our cancellation policy and choose not to purchase Vacation Rental Insurance on behalf of all occupants. Insurance cannot be added after a potential loss or



after final payment. Separate CSA terms and conditions apply, please read your policy and contact CSA with questions.

RESERVATIONS & PAYMENTS:

A reservation is being held for the dates specified 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 canceled. We must receive the \$500 credit card authorization and deposit and 50% of rental amount within seven business days by a check, or credit card. Reservations require 50% due upon booking and the remaining balance due 60 days prior to arrival. Reservations made within 60 days of arrival will require full payment of all charges within 7 days of booking. The accounting and payment schedule for this reservation is as follows:

Deposit/Payment Schedule – (will be provided when booking is made).

GENERAL TERMS, RESTRICTIONS & DISCLOSURES:

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

1. All beaches in Hawaii are public; there are no privately owned beaches. Private property begins at the high tide mark or at the commencement of the vegetation line.
2. 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 guests; lifeguards are not provided.
3. The pool may or may not have a separate child-proof fence immediately surrounding the pool area. Supervise children very carefully and keep all doors and gates leading to pool and spa areas locked. Use of the pool facilities is at occupant(s) own risk; lifeguard is not provided.
4. 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.
5. Much of the island of Hawaii is located in a tsunami inundation zone; June through October is considered hurricane season.
6. In a tropical environment, even with diligent pest control, properties will tend to have a modicum of bugs, ants and geckos.



7. Guest has been, or is hereby, offered the opportunity personally, or via a designee, to inspect this property prior to rental.
8. This is a NO SMOKING property. Smoking is not permitting within 10 feet of building. Violation of this policy will result in a minimum additional cleaning fee of \$500 and eviction from property for remainder of stay. No refunds will be given.
9. No pets are allowed on premises. Failure to adhere to this policy will result in additional cleaning fees to be assessed, as well as eviction from property. No refunds will be given.
10. Check out is 11:00 am.
11. Please leave all keys and garage door opener (If provided) by front door to avoid \$250 fee to re-key and \$75 garage door opener replacement fee (if provided).
12. Turn OFF A/C, lights, and close windows and lock doors. An extra electricity charge will be assessed if A/C is still running after departure.
13. Please notify Kohala Coast Properties immediately if there is anything broken or damaged.
14. Large amounts of laundry left in unit will result in an extra cleaning fee.
15. Please help us keep the sand at the beach, please rinse off before entering the villa..
16. If the property is for sale KCP has the right to move you to an equal or better property, if the property sells.

CANCELLATION POLICY:

61+Days is a \$150 Administration Fee

60 Days and less prior to scheduled arrival will be a full forfeiture, unless the property is rented to fill the cancellation.

Full Forfeiture: Refunds on any forfeiture will be issued to the extent of the dollar value the unit(s) is re-rented during the same dates as the cancelled reservation.

No refunds will be made for late check-ins; early check-outs, no-shows or for booked but unused services. Refunds will be made only under the following circumstances: **1.)** The property rented becomes unfit for habitation and no acceptable substitute can be found; or, **2.)** The property is sold by Owner, and no acceptable substitution is agreed upon.

ACCEPTANCE & PAYMENT TERMS:

You must sign this Agreement and make your required payment within 24 hours to avoid cancellation.



Once your signed agreement and your deposit or full rental fee are received, a confirmation will be issued to you. If you do not receive a confirmation this does not void this agreement.

If your required payment is a deposit, the balance of your full payment is due 60 days prior to the commencement date of your rental period. By authorizing a deposit payment via credit card, you are also authorizing the same credit card to be charged for the balance of the total charges 60 days prior to the check in date of your rental period. This additional authorization shall be exactly as though you have presented the card number for payment at the time the balance becomes due. If you book your rental less than 60 days in advance of your stay, we will charge your full payment immediately by credit card. If the card will not process, you will be liable for the remaining balance due and authorize us to charge your credit card account on file, exactly as though you have presented the card number for payment at that time, until your outstanding balance is satisfied. Once we receive your payment in full, as a courtesy we will send you, by e-mail, a confirmation notice to confirm receipt of payment.

A Customer who refuses to use services contracted for forfeits any and all collected money, except the Customer's security deposit and cleaning fee (if applicable). The security deposit and pre-paid cleaning fee are not part of the initial deposit to hold the rental. The security deposit and pre-paid cleaning fee (if applicable) are included in the balance payment, therefore, the initial deposit will be forfeited if you refuse to fulfill your scheduled stay after confirmation of booking.

Under no circumstances shall Customer be able to determine if a rental unit is unfit for habitation. If you as Customer forfeit your right to services contracted for, and Property Manager is able to re-book the property at the same rate, you will be issued a pro-rata refund for those dates re-booked. All refunds of rental service payments, whether complete or pro-rata, will be subject to a deduction equal to as much as 15% of deposit(s) paid. Customer shall give Property Manager, twenty four (24) hours to clean the rental that you might deem dirty upon check in. Customer also gives Property Manager, twenty four (24) hours to address any allegations that bugs or pests are in the rental. Ultimately, in order for you to claim the premises are unacceptable due to issues of cleanliness or bug/pest infestation, you must obtain a third-party opinion letter within forty eight (48) hours of arrival, (from a professional not staying in the rental that has physically witnessed the issue) to corroborate any allegations of poor quality services or accommodations.

Please be further advised that Property Manager is not responsible for construction or neighbor noise, as these are risks that are inherent when renting a vacation rental. We are unable to control these factors, and this agreement shall remain in full force and effect regardless of these issues. There shall be no cancellation for construction noise or for neighbor issues of any kind. To protect against cancellations caused by certain unforeseen events, such as illness, we recommend that customers purchase travel insurance to assure refund of deposits paid. As a valued Customer, we want to do everything possible to make your trip is enjoyable and worry free. Since the unforeseen and unexpected can occur before you leave or when you are away from home, we recommend (but do not require) CSA's Guest Cancellation



Insurance Plan. For more information on what this insurance covers please visit <https://www.csatravelprotection.com/welcome.do>

LIABILITY:

Kohala Coast Properties, Inc., or its employees, sub-agents 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) to any person(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 is 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' personal property and for malicious, negligent or incidental damages to the property by any occupant(s), guest(s) or vendors(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.

PAYMENT:

Payment may be made in the form of check, or credit card. We accept credit card payment via Visa or Master Card.

ACKNOWLEDGEMENT:

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. 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 e-mail 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.

SIGNATURE _____ **DATE:** _____

CHECKS MADE PAYABLE TO:
Kohala Coast Properties, Inc.
P. O. Box 2746
Kailua-Kona, HI 96745

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.

We accept – Visa, MasterCard, & Discover.
You can contact us on our toll free # [1\(800\) 492-1511](tel:18004921511)

Mahalo,
Michelle & Marisa
We look forward to your stay!