

Royal Kahana Resort

SHORT TERM RENTAL AGREEMENT and RK HOUSE RULES

This Short Term Rental Agreement (the “*Agreement*”) is made by and between Dan and Shelly Williamson (“*Representative*”) and (“*Guest*”). Acknowledgment and acceptances is agreed upon by payment of rental. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

Property: The property is located at Royal Kahana Resort at 4365 Honoapiilani Road – Lower, Lahaina, Maui, Hawaii 96761

Maximum Occupancy: The Occupation of any unit at the Royal Kahana shall be restricted to the maximum limit of the unit, which is designated as; Studio (3) One bedroom (4), Two bedroom (6); (unless otherwise note; some studio's allow only two guests and some two bedrooms only allow 4).

Term of the Lease: The lease **begins at 4 p.m. on check-in day and ends at 11a.m. on checkout day**. Representative may approve late checkouts as an exception.

Minimum Stay: This property requires a four (4)-night minimum stay, **unless other arrangements made**. Longer minimum stays may be required during holiday periods.

Rental Rules: Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property. Failure to comply will result in the forfeiture of rental property and funds.

Hold Harmless: All of the units are privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

The regular maintenance of a condo building or complex is imperative to preserving the value and our guest experience. There may be infrequent times when the association finds it necessary to halt or suspend an amenity. Our best efforts will be made to advise guests but we cannot be responsible for the actions of the Homeowners Association.

Access: Guest shall allow Homeowner (or their Representative's) access to the property for purposes of repair and inspection or caused deemed necessary by Representative. The Representative may assign this task to others acting in their behalf.

Rental Rate and Fees Deposit: A minimum deposit of \$500.00 (or larger depending on the marketing channel) is due immediately to confirm the reservation. During peak season, a larger deposit will be required.

Rental Rate: Payment in full of the following fees shall be due 60 days prior to the arrival of guests. Check-in Date. Failure to meet these payment requirements may result in cancellation.

Cancellation Policy:

- A. Full refund if cancelled outside 60 days.
- B. If cancelled between 60 and 30 days before scheduled arrival, 50% cancellation penalty
- C. If cancelled 29 days or less – no refunds.

**Less any transaction fees from various vendors (i.e. PayPal)

Insurance: We encourage all renters to purchase traveler insurance.

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by payment.

Upon receipt of final payment, and approx. three weeks prior to scheduled arrival, the final documents will be sent to you:

Parking Instructions with check-in form

Welcome letter with house rules.

Code for keyless entry:

ROYAL KAHANA
ASSOCIATION OF APARTMENT OWNERS HOUSE RULES

(Approved May 24, 2018)

The intent of these Rules and Regulations, hereinafter referred to as "House Rules," of the **Royal Kahana Association of Apartment Owners** ("**Association**") is to promote and encourage common sense and courtesy in its members' actions and attitudes. The House Rules are not intended to limit reasonable conduct, but rather to protect our common interest in the property, to provide an avenue of relief for problems, and to serve as guidelines for a harmonious community. The House Rules are designed to assure a minimum of regulatory intrusion for Association members who have chosen to own and/or live here. It is very important that in a community such as ours, each member do his or her share to protect the rights of all other owners and residents. All of us should be able to enjoy a safe, quiet and peaceful home. Many of the following sections and paragraphs below are taken directly from relevant statutes, our Bylaws and/or the Declaration.

I. OCCUPANCY

- A. An apartment owner or tenant shall be responsible for the conduct of his/her family, tenants, guests (the term "guests" is defined as non-owner occupants of a unit) or visitors (invitees of an occupant of a unit) at all times, ensuring that their behavior is neither offensive to any occupant of the Building nor damaging to any portion of the common elements/area.

Upon request of the AOA Board of Directors, an apartment owner must immediately abate and remove at his/her expense, any structure, thing, or condition that may exist with regard to the occupancy of his/her apartment by lessee(s), tenant(s), guest(s) or visitor(s) to conform with the intent and meaning of the provisions hereof. If the apartment owner is unable to control the conduct of the lessee(s), tenant(s), guests or visitor(s) to conform with the intent and meaning of the provisions hereof, he/she shall, upon request of the AOA Board of Directors, immediately remove such lessee(s), tenant(s), guest(s) or visitor(s) from the premises, without compensation for lost rentals or other damage resulting there from.

- B. Subject to the terms of the By-Laws of the Association, an apartment owner may lease his/her apartment or make it available to friends, but the person or persons leasing, renting, or living in the apartment shall be presented with, and abide by these House Rules, and the owner shall assume responsibility for the occupants' conduct. The owner must deliver to lessees, tenants or guests a copy of these House Rules or an abridged version thereof.
- C. In accordance with HRS Chapter 237D, all owners renting their unit for 180 days or less are required to designate a local agent or entity as an on-island agent if their primary residence is outside the State of Hawaii or they are absent from their apartment more than thirty (30) days consecutively. Such owners must notify the AOA office of their off-island address and phone number as well as the name and contact information of their on-island agent. Such owners shall file with the General Manager/AOA Office their out-of-town address and telephone number and the telephone number of their agent.
- D. When rented or leased, occupancy of any unit at the **Royal Kahana** shall be restricted to the maximum occupancy limit of the unit which is designated as follows: Studio (3 occupants), One bedroom (4 occupants), Two bedroom (6 occupants).

II. PETS /SERVICE ANIMALS

- A. No livestock, poultry, birds, rabbits or other animals whatsoever shall be allowed in any part of the resort except that only domesticated dogs, cats and/or animals qualifying as service or support animals under applicable laws, may be kept in reasonable numbers as determined by the AOA Board of Directors, and may be kept by the apartment owners and occupants in their respective apartments, but shall not be kept, bred or used therein for any commercial purpose nor allowed on any common elements including sidewalks, passages, lobbies, stairways, corridors, parking areas, lawn, or pool area unless the animal is carried, on a leash, or otherwise properly controlled and/or restrained. Any such animal causing a nuisance or unreasonable disturbance to any other occupant of the project shall be permanently removed there from promptly upon notice given by the AOA Board of Directors or General Manager. All animals must be registered with the General Manager for their own safety in the event of an emergency.
- B. Notwithstanding the foregoing, pursuant to the terms of federal and/or state Fair Housing Act laws and/or American With Disabilities Act laws (ADA), owners/guests/tenants/visitors may keep service animals and/or assistance animals in their apartments and may utilize such animals in/on the common areas as necessary to the full enjoyment of the property. Owners of such animals shall be responsible for their animal's behavior, including but not limited to cleaning up for their animals soiling common elements/areas.

III. COMMON AREAS, ENTRANCES AND LANAIS

- A. The use of all common areas is restricted to tenants, residents, owners, and guests of owners. The sidewalks, passages, lobbies, stairways, and corridors must not be obstructed or used for any purpose other than ingress and egress.
- B. The **Royal Kahana** is a non-smoking facility and smoking is prohibited **anywhere** on the property other than in the designated smoking area. This includes common areas, hallways, stairways, parking areas, pool, grounds, and lanais.
- C. An apartment owner shall be responsible for the care and maintenance of inner decorated or finished surfaces of all lanais, which are included in such owner's apartment. Such owner may not, however, paint or otherwise decorate the walls and ceilings of the lanais without the approval of the same by the AOA Board of Directors. It is intended that the exterior of the Building shall present a uniform appearance and, to affect that end, the AOA Board of Directors may require the painting of the walls and ceilings of each lanai and regulate the type and color of paint to be used. The AOA Board of Directors is authorized to contract for the painting of all of the walls and ceilings, and maintenance of the lanais and to make payment therefore out of the maintenance fund.
- D. Only furniture designed for exterior patio use shall be used on lanais and any clutter of personal property and unsightly or disturbing items shall be removed upon the request of the AOA Board of Directors or its designee. These areas are not to be used for storage purposes of any kind.
- E. Holiday lights on the lanais are welcome, however, banners, flags, or signs shall not be displayed on lanais at any time.

- F. Textile items, including towels, bathing apparel, garments, wet suits and clothing, brooms, mops, cartons, etc. shall not be placed on lanais or passages or in windows so as to be seen in view from outside the Building or from the apartments above. Rugs shall not be dusted or shaken or cleaned by beating or sweeping onto the grounds of the property. Care should be taken when scrubbing lanais so as to prevent water from running down the exterior of the building or onto the lanai directly below.
- G. If plants are desired, a few small plants shall be placed in appropriate containers so as to prevent the dripping of water or soil onto their apartments or lanais or any of the common elements. Plants will not extend over or through the lanai railing. If they become unsightly or obstruct the uniform appearance of the exterior of the building AOA board of directors or its designee shall reserve the right to request their removal.
- H. Nothing shall be thrown from lanais, windows, stairwells, balconies, or any other elevated structures.
- I. No personal items shall be allowed to remain in view at the front entrances of the apartments or in/around any other common element/area.
- J. The use of firecrackers and/or fireworks of any kind is strictly prohibited anywhere on the property.
- K. Fires or barbecuing are not permitted on any apartment lanai. The barbecue grills located in the pool area, are available for owners, lessees, tenants, or guests, on a first-come, first-served basis. Grill users are asked to complete their cooking by 10:00 PM and clean up after each use.
- L. Bicycles, tricycles, surfboards, and/or motorbikes shall not be transported in the elevators, nor wheeled in the stairways and corridors, nor stored in apartments or on lanais. Bicycles, tricycles, surfboards and/or motorbikes shall be stored in designated basement storage areas. Access to the space can be obtained from AOA office, or the security officer during off hours. No skates of any kind, scooters, skateboards, or drones shall be used anywhere on the premises.
- M. Window and lanai coverings shall be fabric drapes, blinds, Averties or shutters, which shall provide a white or off-white appearance from the exterior of the Building. Any other type of window or lanai door covering requires the approval of the AOA Board of Directors prior to installation. To enhance privacy, it is strongly recommended that opaque glass be used in the louvered windows.
- N. Apartments will not be occupied for the sole purpose of allowing access to common elements including, but not limited to the swimming pool, Fitness Center, BBQs, or any other recreational activities.

IV. USE OF THE POOL AND BBQ GRILLS

- A. Use of the swimming pool, showers, BBQs, ice machine, Fitness Center and meeting rooms, shall be limited to lessees, long term tenants, owners and members of families and guests of long term tenants and owners, unless an arrangement has been made with the General Manager. Non-residents shall not use the Recreation Facilities.
- B. Pool hours are from 9:00 AM until 10:00 PM. The grills are open during the same time period. These hours may be adjusted by the General Manager.
- C. Except for personal safety devices, the following are not permitted in the pool: mats, floatation devices, boards, snorkels,

swim fins, or diving gear.

- D. The pool should not be used by anyone unless he/she is a competent swimmer, unless such person is under the direct supervision of someone capable of assisting such person in the event of an emergency.
- E. No running or horseplay (including but not limited to playing catch with balls or other items which can be tossed) will be allowed in the pool or pool deck area. All other posted rules must be adhered to.
- F. Proper swimming attire must be worn at all times. Street clothes and diapers, other than diapers designed for swimming, are not allowed. All swimmers must shower before entering the pool.
- G. Swimmers shall dry themselves completely before leaving the pool area. The ramp leading to the basement shall be used to access elevators. Under no circumstances shall wet swimmers enter the lobby area for any reason including the use the elevators.
- H. No glassware or other breakables shall be permitted in the vicinity of the swimming pool or the access areas to elevators.
- I. No person with bandages or open wounds of any type may use the pool.
- J. Out of consideration for others, please keep noise and tag games such as "Marco Polo" to a minimum.
- K. Poolside furniture **cannot** be reserved prior to the pool opening time.

V. PARKING AREAS

- A. Parking is by permit only. Parking permits will be issued by the front desk to all owners and rental program guests while they are staying at **Royal Kahana**. It shall be displayed on the vehicle dashboard or hanging from the mirror at all times while at the resort.
- B. All vehicles parked on the premises must be properly licensed, registered, insured, and inspected. Vehicles will be maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions, or appearance. Violators of these parking regulations shall have their cars towed and shall be held responsible for payments of the towing and other related expenses.
- C. No cars may be parked or left unattended at the lobby entrance or in the entry driveway except for active loading and unloading.
- D. Automobiles shall be centered in parking spaces and occupy no more than one (1) space, so as to prevent crowding of adjacent spaces and/or blocking of passages.
- E. Owners cleaning or polishing cars on the premises shall clean the area thoroughly before leaving.

- F. Repair or maintenance of a motor vehicle, boat, surfboard, or other equipment is not permitted.
- G. Reserved parking shall be for permanent residents only (owners and long-term tenants) and any other person approved by the Board of Directors. Reserved parking will not be assigned to any owner whose apartment unit is in a rental program unless the owner occupies the apartment for the period of time for which the permit is issued. With the exception of any person approved by the Board of Directors, employees shall park in areas designated by the Board of Directors. The AOA Board of Directors may make exceptions to this requirement based on need.
- H. Owners who have a permanently assigned reserved parking space and utilize that space to park their own vehicle will be charged Fifty dollars (\$50) per month for any additional parking space for a second personal vehicle. Owners with guests, or guests with two cars, may request an additional parking space at a daily rate of five dollars (\$5) if space is available.

VI. STORAGE

Owners storing materials in the common area storage rooms shall agree to abide by the following Rules and Procedures for Storage Rooms. A copy of these Rules and Procedures shall be obtained from the office of the General Manager and the owner thereof shall acknowledge receipt.

RULES AND PROCEDURES FOR STORAGE ROOMS

1. Placing of materials in common area storage rooms indicates the owners' agreement and acceptance of the rules regarding storage.
2. The Association of Apartment Owners (AOAO) will not assume responsibility for loss or damage to any stored items.
3. There shall be no storage of hazardous or flammable materials as defined by the applicable codes and ordinances.
4. There shall be no storage of appliances, building materials, carpet, unused doors or furniture including mattress and bed frames.
5. Owners/residents shall use the storage rooms on their respective floors. Further, units 1-10 shall use North Storage rooms on their respective floors; units 11-20 shall use the South Storage room on their respective floors. Items in the storage rooms shall be placed inside sturdy containers or in storage units. Tall, rather than wide, storage units are recommended and encouraged as linear footage is limited in the storage rooms. Cardboard boxes are not to be used as storage containers for the reason that such boxes deteriorate over time and attract bugs. All storage in the storage rooms shall be in reasonable amounts for each unit within the following dimensions: 30" x 30" x 8' tall. It is important that fragile items are stored in suitable containers. Owners must insure that their storage includes no loose or moveable items that could be dislodged and cause injury to others.
6. All stored items shall be clearly identified with the owner's name, unit number and the year of storage. Locks are highly recommended.
7. There shall be no construction of storage racks, shelves, etc. without the prior written approval of the AOA Board of Directors.
8. Storage rooms and their utilization shall be reviewed by the AOA Board of Directors or the Board's designee on an annual basis, if non-conforming item(s) are found, the owner will be notified and asked to remove the non-conforming item(s). Items remaining will be removed in accordance with HRS Section 514(b)- 139.
9. Upon sale or transfer of the owner's apartment, all items shall be removed prior to the close of escrow. Items not removed shall be considered abandoned and shall be disposed of in accordance with Section 514B-139 Hawaii Revised Statutes.

VII. NOISE

- A. Residents, owners, guests, and visitors should avoid excessive noise of any type at any time. Be considerate of other residents at all times. Building quiet times are 10 PM to 8 AM
- B.
- C. Workmen/vendors /owners may not start work inside an apartment, including lanais, before 8 AM or do work in an apartment, including lanais, after 5 PM, except in an emergency. The General Manager or security guard must be notified of work which needs to be done after regular hours.
- D. Radios, TV's, audio equipment, etc., must be played at a level such that it will not disturb others.
- E. When guests and visitors are leaving at night, it is requested that noise be kept to a minimum, especially in the elevator waiting areas.
- F. Excessive noise at any time should be reported to the General Manager/AOAO Office or Security Guard for appropriate action.
- G. Trash chutes are located on every floor, adjacent to unit numbers ending in "09" (e.g. 709, 1209). Trash chute hours are from 8 AM until 10 PM Trash containing wet/dry garbage, cans, etc., shall be securely wrapped, in plastic bags, before being placed in a receptacle. Under no circumstances, shall heavy cardboard boxes or trash exceeding the weight and size designated for the rubbish chute be placed therein. No trash shall be stored in trash chute rooms. Cardboard boxes and large trash items shall be disposed of in the large trash containers in the basement. Contractor trash shall be hauled away.
- H. Units above the first floor that have hard surface flooring will use sound deadening materials described in the renovation procedure. Furniture legs will also use noise dampening caps or other devices as well.

VIII. APARTMENT RENOVATION PROCEDURE

No additions or alterations to an apartment will be permitted without prior written notice to the AOAO Board of Directors/General Manager. For owners and contractors, a renovation packet, approved by the Board describing the procedure to follow, is available to all owners in the AOAO office. It is the owner's responsibility to obtain the renovation packet from the AOAO office and to comply with the apartment renovation procedures, including but not limited to returning any required signed documents to the AOAO office before commencing work in the unit.

IX. USE OF THE CONFERENCE ROOMS

- A. The conference rooms may be used for private parties or meetings of owners, tenants, or others only upon approval of the AOA Board of Directors or their designee.
- B. An owner, tenant, or others who desire to hold a private party, must reserve the date and time for the use with the General Manager/AOAO Office at least 24 hours in advance. The person reserving the room shall state the number of people (not to exceed 45) expected to attend, and the purpose of the meeting. A partially refundable deposit/cleaning fee (set by the AOA Board of Directors) will be assessed for damage or cleanup. A portion of the deposit will be refunded after inspection as long as there is no damage and clean-up is not required. A waiver of liability and a Host Hold-Harmless document is required when the conference rooms are rented for private events. These documents are available in the AOA/General Manager's Office.
- C. The serving of alcoholic beverages at a party in a conference room or anywhere on the property, will be the sole responsibility of the Host. The Host (reserving party) is responsible for the conduct of his/her guest(s) before, during, and after the function in the conference room or any other part of the property. The serving of alcohol to a minor will result in the immediate ending of the function, vacating of premises, and forfeiture of any deposits. The House Rules will be observed while on the **Royal Kahana** property.
- D. Conference rooms shall be available between the hours of 9:00 AM to 10:00 PM
- E. Rental of the conference room(s) does not constitute a right to use other common areas.

X. USE OF THE FITNESS CENTER

- A. The use of the Fitness Center is for owners, long-term tenants and resort guests only.
- B. The Fitness Center Reservation Form and the Waiver of Liability Form must be filled out completely and signed by a resident owner, visiting owner, rental guest, or long-term tenant before anyone will be permitted to use the facility. By signing the Waiver of Liability Form, the signatory releases for themselves and the **Royal Kahana** AOA of any and all liability connected with the use of the Fitness Center and its equipment or articles contained therein.
- C. No one under fourteen (14) years of age will be permitted the use of the Fitness Center unless accompanied by a responsible adult who can sign the Waiver of Liability Form as a parent or guardian.
- D. Anyone found abusing the fitness equipment, the Fitness Center, or allowing others to enter without permission or acting in a negligent manner will be asked to leave the Fitness Center and will be barred from further use of the facility.
- E. A deposit for the return of the Fitness Center key will be required. The deposit will be a valid apartment key, or for those owners, tenants, or guests that were not issued room key card, a deposit in the way of a photo ID such as a driver's license or a passport can be used.
- F. All fitness equipment shall be returned to its proper location after use and the door key returned to the front desk.
- G. No food or beverages other than plastic water bottles with lids are permitted in the Fitness Center.
- H. Hours of operation of the Fitness Center shall be 6 AM to 10 PM.

XI. GENERAL

- A. Furniture placed in common areas is for use in these specific areas and must not be removed from the designated area. No furniture of any kind is to be removed off the property or to the beach.
- B. No solicitation or canvassing will be allowed in the Building or on the property of **Royal Kahana** at any time without the approval of the AOA Board of Directors
- C. When large furniture, construction materials, or other large pieces of equipment require the use of the elevators, only the elevator closest to the glass doors will be used. Advance notice must be given to the AOA office so that protective curtains and/or pads, if available, can be installed. Luggage carts are not to be used for transporting heavy equipment, furniture, or construction materials.
- D. Each apartment owner shall observe and conform to these House Rules and be responsible for furnishing a copy of, and conformance with, these House Rules or an abridged version as approved by the Board of Directors, to his/her/its licensees and invitees.
- E. Only authorized AOA staff and/or authorized personnel are allowed to perform any work to any **Royal Kahana** common areas/elements.

XII. BOARD OF DIRECTORS' AUTHORITY TO ABATE RULES VIOLATIONS

The violation of any house rules adopted by the association of apartment owners of **Royal Kahana** shall give the AOA Board of directors or its agent the right to:

- A. Enter the apartment in which, or as to which such violation or breach exists,
 - The Board, without waiving its authority as provided in the Bylaws to enter a unit as to abate a violation of a rule, will endeavor in non-emergency situations, to provide reasonable notice to the owner about the violation(s) to remedy the violation prior to entering the unit, provided, in entering a unit as provided above the Board's agents or employees shall not thereby be deemed guilty in any manner or trespass; or
- B. Enjoin, abate, and remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach and all cost thereof, including attorney's fees shall be borne by the defaulting apartment owner.

XIII. HOUSE RULES SUBJECT TO BY-LAWS OF ASSOCIATION

These House Rules are expressly made subject to statutes, the By-Laws, and/or Declaration of the **Royal Kahana Association of Apartment Owners**, and if there is now or hereafter any inconsistency between these House Rules and relevant statutes, the said By-Laws and/or Declaration, the provisions of relevant statute(s), the said By- laws and/or Declaration shall be controlling.