

KIHEI KAI NANI UNIT 342 RENTAL AGREEMENT

TERMS OF RENTAL AGREEMENT

This agreement constitutes a contract between Guest and Michael and Clare Buchanan the Owners of KKN Unit 342. (hereinafter "Owners")

CHECK-IN TIME BEGINS AT 3:00pm.

CHECK-OUT TIME IS 11:00am. Arrangement can be made for a late checkout dependent upon availability. A late departure charge may be assessed for violations.

DEPOSIT: A minimum deposit of \$200 will be taken at the time your reservation is made. This deposit must be received to guarantee the reservation of said premises. The balance of the total rental fee is due on or before 60 days prior to arrival. In the event the reservation is made less than 60 days prior to arrival, full payment is expected at time of booking.

CANCELLATION: When this agreement has been cancelled 60 days or more prior to the date of arrival there is a \$100 Cancellation fee. Any remainder of the initial deposit will be refunded. If canceled less than 60 days prior to arrival all monies will be forfeited unless the property can be re-rented at the full rate. Under no circumstances (including weather and travel conditions) are changes to dates, shortened stays or no-shows allowed.

Please note that the condo is located on the third floor and there are no elevators.

The Following Terms Apply To The Rental Agreement Between Guest And Agent:

1. Owner reserves the right to correct errors in pricing and amenities.
2. If unusual circumstances arise (dwelling becomes unavailable due to major repairs) Owner will try to provide Guest with comparable premises when available. If comparable accommodations are not available, the Guest agrees to accept a full refund of any monies paid and any obligations hereunder are terminated.
3. Equipment occasionally malfunctions and cannot be guaranteed 100% of the time. Owner will correct the problems as soon as humanly possible. An authorized employee or repairman may enter the premises to repair such equipment. Refunds will not be issued due to malfunctioning equipment including Internet access. This applies to any closed amenities such as pools, shuffleboard, BBQs, etc.
4. Guests assume responsibility for any loss or damage to the property and its contents due to negligence or misconduct of the guest or their invitees. NOTE: An inventory is conducted by owner's agent at the beginning and end of each stay.
5. Pets are not permitted in the rental – violators are subject to either eviction and/or a \$200 cleaning charge.
6. The condo is NON-SMOKING including on the LANAI. Should Guest or their invitees smoke inside the property Guest will be charged a \$200 to deodorize the room. The condo complex is a smoke free zone with smoking only allowed in designated areas.

7. Lock all doors when leaving premises. The Owner will not be held liable for any theft of valuables.
8. Occupancy and use of premises and communal areas shall not be such as to disturb other guests or residents. The Owners Agent has the right of entry to inspect the property at times Owner deems necessary. The Agent has the prerogative to terminate this agreement and direct disruptive guests to vacate premises without issuing refunds.
9. Guests may not hang towels, garments, etc. from balcony railings.
10. The use of outdoor grills on balconies is strictly prohibited. (HI Fire Code).
11. Should Guest have a lock out event after office hours, there will be a \$20 charge to be paid to the Kihei Kai Nani staff member promptly upon re-entry to your unit. The cost for lost keys is \$10 each.
12. A maximum of four (4) people may occupy a one bedroom Unit.
13. The Owner will not be held liable for any accident or injury that may occur to Guest or their invitees during occupancy in or on the property. The guests agrees for himself/herself, his/her heirs, assignors, executors and administrators, fully releases, discharges and indemnifies the Owner of the property from any and all claims, demands and causes of action by reason of any injury or loss of whatever nature, including but not limited to serious personal injury or death or property damage, which has or have occurred, or may occur to his/her or any of his/her guests as a result of, or in connection with the occupancy or use of the premises and agrees to hold the Owner free and harmless of any claim or suit arising there from.
14. By accepting this reservation and paying for the rental, guest enters the condo agreeing to all terms and conditions of this agreement and accepts responsibility for all guests of the property.

Our on island contact is Don Batbie he can be reached at 808-446-4965.