

Nihilani Hale Ohana

Vacation Rental Agreement

This Vacation Rental Agreement is made by and between [REDACTED] (Homeowner) and _____ (Guest) as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property

The vacation rental property is located at: Nihilani Resort (specific address to be provided after agreement is confirmed), Princeville HI 96722. The property is noted to have two bedrooms, two bathrooms and attached Garage.

2. Maximum occupancy

The maximum number of guests is limited to 6 persons, including children.

3. Term of the rental agreement

The vacation rental agreement begins at 4:00pm on _____ ("Check-in Date") and ends at 10:00am on _____ ("Check-out Date").

Failure to adhere to the check-in or check-out time may result in an additional fees unless discussed (in writing) and agreed by both parties in advance for any deviations.

4. Minimum stay

This property requires a 5 night minimum stay. Homeowners may require longer minimum stays during holiday periods and will be discussed with guests prior to agreement.

5. Rental rules

Guest agrees to abide by the House Rules (attached to this agreement) 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 residing at the property.

6. Access

Guest shall allow Homeowner or required services access to the property for purposes of repair, inspection or emergency. Homeowner shall exercise this right of access in a reasonable manner by giving at least 12 hours notice (unless in case of emergency).

7. Rental rate and fees

A deposit of \$500 is due at least 90 days prior to Check-in Date to confirm reservation. If Check-in date is less than 90 days, deposit must be received within 14 days of signed agreement otherwise dates will be available for future guests and agreement will be void.

The deposit is for security purposes and will be refunded within 14 days of the Check-out Date, provided no deductions are made due to:

- i. Damage caused to the property or furnishings;
- ii. Dirt or other mess requiring excessive cleaning; or
- iii. Any other cost incurred by Homeowner due to Guest's stay (including but not limited to lost keys, lost garage remote)
- iv. Any resort violation as explained in Nihilani Community House Rules (Attachment A)

Rental rate: Payment in full of the following fees shall be due within 30 days of the Check-in Date:

Nights = TBD / confirmed by guest
Price per night = Varies depending on time of year
Cleaning fee = \$300
Taxes & fees = 17.97%
Deposit (due within 14 days of signed agreement)

Total due = (includes nightly rate, cleaning fee, taxes, security deposit)

8. Cancellation policy

If Guest wishes to cancel the reservation, the deposit will be refunded as follows:

100% if cancelled more than 30 days prior to Check-in Date.

50% if cancelled less than 30 days up to 7 days prior to the Check-in Date.

0% if cancelled less than 7 days prior to Check-in Date.

For bookings less than 30 days of arrival, 100% refund if canceled within 48 hours of booking and at least 14 days prior to Check-in Date, after that, above cancellation policy applies.

9. Insurance

We encourage all renters to purchase traveler insurance in case of unforeseen circumstances, accidents or other issues that may prohibit Guest from traveling or fulfilling rental terms.

10. Environmental disclosure

Guest Name:

Guest acknowledges that the State of Hawaii is exposed to environmental hazards including, but not limited to: tidal waves, hurricanes, severe storms, and flooding. Please refer to the Guest Compendium in your property for information pertaining to evacuation procedures from the property. In the event of an emergency, the State of Hawaii utilizes a siren warning alert system. Guest is responsible for using their best efforts to familiarize themselves with the property, its location, its surroundings, as well as applicable evacuation procedures.

11. Security of the home and equipment

When you rent a property, you assume full responsibility for it and its contents, as well as your personal property. Always lock the doors and windows when you leave. Lock your automobiles and put away any rental equipment. Any use of rented equipment by the guests is strictly at your own risk, liability and could cause you to incur additional expenses.

12. Maintenance and repairs

We make every effort to ensure that all equipment within each rental is in working order. In the event of a breakdown, we will strive to repair it as soon as possible after being notified of a problem. We cannot guarantee that spas, air conditioners, televisions, appliances, high speed internet access, etc. will not break down during your stay and therefore, no refunds or adjustments will be made for mechanical failure. Furthermore, there will be no refunds or adjustments made for any other unexpected situation beyond our control such as bugs, rodents, roosters, frogs, weather, and the like. Nihilani Hale Ohana Resort is maintained monthly with pest control, as well the Homeowners have additional quarterly pest control services for inside and out of the unit.

13. Miscellaneous policies, conditions & waivers

- All rates and fees subject to Hawaii State of General Excise Tax (GET) of 4.72%; Transient Accommodation Tax (TAT) of 10.25%, and a County of Kauai Transient Accommodation Tax (Kauai TAT) of 3%.
- Guest is not renting the Property for a public purpose that involves admission of the public.
- Guest booking reservation must be 25 years of age or older and be one of the occupants during the reservation period. No third party bookings.
- All properties are designated non-smoking by Hawaii State law and we do not allow pets. Violation of this will result in a detoxification charge equal to one night's rent.
- Amenities are subject to change without notice due to repairs or previous guests damage, requiring a change replacement.

- Upon departure, follow specific check-out instructions in the “Welcome Book” (Attachment B) for key return and respond to Homeowners when check-out is complete by text, call, or email.
- High speed Internet service is available, however the Homeowner is not responsible for service provider connectivity, technical support, or equipment failure. On island, there are times severe weather can impact service, usually the service provider has a fix within 2 hours and Homeowner will communicate updates when available.
- Open fires and fireworks are prohibited at all times in the rental and surrounding area of Nihilani Resort.
- Guest hereby acknowledges that the ocean and pools are inherently dangerous, and use can result in serious injury or death. Please swim at Lifeguard beaches only for your safety and the safety of others.
- Guest acknowledges that lanais and lanai railings are potentially dangerous if improperly used, particularly with regard to children, who may not appreciate the potential risks involved.
- Guest acknowledges that the Property may be equipped with bicycles and/or other sports equipment. Guest acknowledges that using these items may be potentially dangerous if done improperly or by inexperienced persons. Guest acknowledges that outdoor sports equipment are for outdoor use only, no riding bikes/scooters inside the rental property.
- While Kauai is a safe place, please lock all doors and windows when not in residence and we highly suggest that all windows and doors remain closed and locked whenever possible.

11. Payment

Acceptable payment methods are: Check, Zelle, Venmo (daily limits may apply for certain payment applications)

Guest hereby waives and releases any claims against owner, successors, assignors, or representatives, officially or otherwise, for any injuries, illnesses or death that may be sustained by guest on or near or adjacent to the property, including the facilities. Guest agrees to use the facilities entirely at the guest’s own initiative, risk, and responsibility. Guest assumes sole responsibility for personal property of guest and those persons claiming under guest.

Guest acknowledges and agrees that Guest will be responsible for and will assume the risk for any of Guest's minor family members, guests, or invitees that use the Facilities. Guest hereby agrees to supervise any children, non-swimmers, individuals with physical or mental deficiencies, and all others using the Facilities and to take full responsibility for their supervision.

Guest agrees to defend, indemnify and hold harmless the Owner and their respective successors, assigns, employees or representatives, officially or otherwise, for any damages, costs, expenses, attorneys' fees, incurred by Owner, and their respective successors, assigns, employees or representatives due to any claims relating to injuries or death that may be sustained by guests on or near or adjacent to the Facilities during the Rental Term.

This legal instrument may be pleaded as a complete defense to any action or other proceeding, which may be brought, instituted or taken by the undersigned, the undersigned's family, other Guest invitees or Property users, in breach of this instrument. If any provision of this form is declared invalid or unenforceable, the remaining portions of this form shall not be affected thereby and shall be fully enforced.

This Agreement shall be binding upon the heirs, personal representatives, executors, administrators, successors and assigns of the undersigned.

The parties agree to the terms of this Vacation Rental Agreement, as evidenced by the signatures set forth below.

Guest

Homeowner

Name:

Name:

Signature:

Signature:

Date:

Date:

Attachment A

Welcome to Nihilani! We hope your stay here is enjoyable. As Guests, you are required to follow the same "House Rules" as full time residents. As a courtesy, we have compiled a short list of rules that vacation renters will most likely encounter during their stay.

Condominium living requires each resident/guest to have appropriate respect for the needs and rights of others living in Nihilani. Each person must act in accordance with standards of reasonable conduct whether or not covered by the House Rules. Thank you in advance for your cooperation. If you have any questions during your stay **specific** to the grounds at Nihilani, please contact our site manager, [REDACTED]. The Homeowner is the main point of contact for all other items.

PARKING/VEHICLES:

- A. All vehicles are to be parked within their garage. No parking is allowed in the auto courts, streets or grass area. Garage doors must be kept closed except when entering, exiting, or unloading.
- B. Guest parking areas are strictly for guests to Nihilani. The parking in front of the pool/mailboxes is limited to 15 minutes only for residents to pick up their mail. Please contact the Homeowner if you need a parking exception.
- C. Please abide by the speed limit within Nihilani, being 10 miles per hour.

HOUSING UNITS/NIHILANI GROUNDS:

- A. No recreational sports in common areas, streets, or auto courts.
- B. Skateboards, bicycles, roller skates, roller blades, etc. shall not be ridden within Nihilani. Bicycles can only be ridden directly from your condo to the exit and upon return directly back to your condo. Given the narrowness of the streets, the Board recommends that, for your safety, bicycles be walked out and into Nihilani.
- C. The condo at Nihilani Hale Ohana is a nonsmoking establishment. Smoking on the lanais is also not permitted. There is no smoking within the pool/spa area.

D. Loud and disturbing noises are not allowed. Quiet time in all of Princeville, including Nihilani, is from 10:00pm to 8:00am.

POOL & SPA FACILITY:

A. Pool hours are 9:00am to 9:00pm. People in the pool after 9:00pm, when it closes, will be removed and the owner of your unit where the person is staying will be fined.

B. Quiet time in the pool/spa is 6:00pm to 9:00pm. Any loud noise is not allowed.

C. There is no lifeguard at the pool or spa areas. Any person using these facilities does so at their own risk and assumes all liability for any injury. Younger persons without adult supervision must be water safe.

D. Do not open the pool gate for others. If they reside here, then they should have a key. Please keep the pool gate closed.

E. Glassware or other breakable items are not allowed in the pool/spa area.

F. Inflatable mats, inner tubes, boogie boards, balls or toys of similar nature, etc. are not allowed in the pool/spa. Swim aids or vests for non-swimmers are allowed.

G. The spa is for relaxation only.

H. The following activities are not allowed in the pool/spa area: jumping off rocks/waterfall; intoxicated people, profane language; diving in pool; Marco Polo or other games that create loud noise; yelling and screaming; and running on pool/spa deck or walkways. We understand young people get excited and occasionally yell or scream but constant yelling and screaming is not allowed.

I. Owners/Guests shall not feed or offer food to any feral animals or to leave food unsecured in a manner that makes the food available to feral animals. Feral animals include, but are not limited to: cats, pigs, chickens, dogs, etc.

J. Do not hang swimwear, clothing, or towels off of lanani.

TRASH RECEPTACLES:

A. All trash must be bagged and secured. Cardboard boxes must be broken down and placed neatly in trash enclosure slot. Recyclables (glass and plastic only) in labeled trash cans. Hours of disposal are from 8:00am to 9:00pm.

Miscellaneous:

- A. Please remove shoes prior to entering rental property
- B. Bikes, Scooters, or any outdoor equipment must remain outdoors (no riding bikes or scooters inside)
- C. Lost Pool Key results in a \$250 replacement fee
- D. Lost garage door opener results in a \$50 replacement fee
- E. Nihilani Resort Violation results in minimum \$150 fine
- F. The Master shower has a waterfall feature, this is not a step, damaged occurred if used as a step will result in additional fees

Attachment B

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CHECK OUT

CHECKLIST

KEYS
PLACE ON HOOKS
Please place keys and garage door opener on the surfboard hooks / shelf in the hall by the Nest Thermostat

☒

LINENS
STRIP THE BEDS
Please strip the beds and place all dirty towels in the laundry room

☒

FOOD
DISPOSE
Please throw away any leftover food

☒

TRASH
TAKE IT OUT
Please take out the kitchen and bathroom trash and place in the trash cans located to the left of the pool area

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DISHES
START DISHWASHER
Please load the dishwasher and start it upon departure

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We hope you enjoyed your stay!