

Formal Guest Agreement

Maui Aloha Vacation Rental

Maui Aloha Vacation Rental. (hereafter also referred to as, "we", "us", or "our") provides a rental agreement as homeowners ("Owners") who rent their property (including the associated fixtures and furnishings)(the "Home") to guests (the "Guest", "Renter" or "you") seeking accommodations on a short term or long term basis (collectively, the "Services"). We are the Owner's, property Owner and authorized agent, who will perform the Services related to your reservation. By using the Home and Services, you agree to comply with and be legally bound by the terms and conditions of this guest agreement (the "Agreement"). This Agreement only applies to short term rentals and not long term or leased rentals, which will be governed by the specific terms of your Residential Lease agreement with us if applicable.

The terms of our Guest Agreement are intended to help you enjoy a safe, reliable, and convenient stay. The Guest Agreement sets out the terms of your booking as a short term rental (without a lease agreement). Please carefully read the agreement before signing. In consideration of the payments received and the mutual promises, the Owner agrees to give a license to as Guest, on the property for the dates described on the reservation and in the confirmation e-mail, under the conditions stated herein.

1. House Policies:

Please treat our Home with the care you would at your own home and abide by following policies:

- Check-In / Check-Out: Check-in time is 4:00 pm and check-out time is 10:00 am – we will notify you via email in advance if early check-in or late check-out will be available.
- Arrival: Check in is after 4:00 pm and we will make arrangements with you directly for access to the home based on your flight time and approximate arrival to the home.
- Payment: Full payment will be made at time of this rental reservation and the credit card will be held on file for additional purchases or damages.
- Cancellation Policy: Travelers who cancel at least 60 days before check-in will get back 100% of the amount they've paid. If the cancellation is between 30 and 60 days before check-in (90 days for Dec 14- Jan 15 reservations), they'll get back 50% of amount paid. Otherwise, no refund will be provided. All cancellation policies from a third party will be honored if the reservation was received from that third party. All cancellations must be done directly with Manager/Owner and instructions will be given.
- Entry to Home: Please remove your shoes before entering the home, clean sand off your feet, body and personal items when returning from the beach or outside activities. Use outside hose to assist with this if needed.
- Occupancy: Guest is not allowed to exceed the occupancy limit of 6 persons. People other than registered guests in this agreement may not stay overnight on the property. Unless otherwise stated in the Home agreement, Renter must be over the age of 25. You will be an occupant of the unit during the entire reserved period and other occupants of the Home during your stay will be family members, friends, responsible adults or children under direct adult supervision. Use is at your own risk. Guest takes full responsibility for all lost or broken items and any damages to the Property of any kind. Behave at the Home with respect for the property and neighbors.

- Quiet Hours: Guest should not create excessive noise at a level that disturbs neighbors; Code-enforced neighborhood quiet hours are from 9:00 p.m. – 9:00 a.m. During quiet hours, the noise from the home must not unreasonably disturb adjacent neighbors. Sound that is audible beyond the property boundaries during non-quiet hours must not be more excessive than would be otherwise associated with a residential area.
- Parties & Amplified Sound: No parties or nonregistered guest gatherings at the home. Amplified sound that is audible beyond the property boundaries of the short-term rental home is prohibited.
- No Smoking: Smoking and illegal drugs are NOT allowed anywhere on property.
- Pets: No pets are allowed at any time.
- Parking: Guest will NOT have access to the garage. Parking is limited to 2 vehicle(s). Vehicles are to be parked in driveway only. Parking on the road is not permitted. Any illegally parked cars are subject to ticketing and/or towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
- Housekeeping: There is no housekeeping service provided during the stay, unless arranged and paid for prior to arrival. Please use common courtesy at the Home by keeping it clean, reporting any problems or damages, washing dishes as used, taking garbage to the outside bins, leaving towels in the bathrooms and sheets in the bedrooms, and not re-arranging furniture.
- Sunscreen: No spray sunscreen use inside the home, apply outside only. To avoid staining/damage do not sit on bedding or furniture after applying sunscreen, oils or lotions.
- Towels and Linens: No linens or towels are to be taken from the property. Only use designated beach towels to take to the beach.
- Home Care: Keep the property and furnishings in good order. Report any problems or damages.
 - When running Air Conditioner all doors, windows and sliders must be closed at all times.
 - Use appliances for their intended uses only.
 - Please use common courtesy at the Home by keeping it clean including dishes used.
 - Clean any spills up immediately. Do not cut on countertops, use cutting board provided.
 - Accidents on sheets & mattress pads should be cleaned and laundered immediately. Contact Owner for best cleaning options when needed.
 - Do not sit on furniture in wet swimsuits or with suntan lotion or oil on.
 - Wash all sand off before entering the Home using the hose at driveway.
 - Hang all beach towels outside after use with hooks provide at entry.
 - Do not rearrange furniture as it may cause damage to the floor or item moved.
 - Turn off all AC units, lights and fans when leaving Home to conserve energy.
- Garbage/Recycle: Any garbage must be stowed in the proper garbage or recycling receptacle, located at the side of the driveway. Trash collection is Tuesday and Friday early morning. Help keep Maui beautiful by recycling. We will empty the outside recycle bins after your stay.
- Yard Service. Generally, the front and back yard will be serviced every other Wednesday around 9am (time/day may change based on weather or other circumstances)
- Toilets/Sinks: DO NOT FLUSH anything other than toilet paper down the toilet or put food down the garbage disposal. No feminine products should be flushed at any time. If it is found that any foreign objects have clogged the system, you could be charged for damages.

2. Cleaning:

Home Cleaning: Home will be cleaned and inspected by third-party cleaning contractors after your departure. We ask you to help us enable the cleaning crews as much as possible as we often turn the Home the same day for another arrival. We appreciate simple things like leaving the Home tidy, running

the dishwasher, starting to wash the towels, and taking out the trash/recycle. For longer stays a refresh of linens by owner may be arranged mid stay.

Cleaning Fee: Guest agrees to pay Owner a cleaning fee plus applicable tax as specified on the reservation form and the confirmation email. Guest agrees to leave house in a clean and orderly fashion.

3. Payment and Cancellations:

Payment: Full payment will be made at time of this rental reservation and the credit card will be held on file for additional purchases or damages.

Cancellation Policy: Travelers who cancel at least 60 days before check-in will get back 100% of the amount they've paid. If the cancellation is between 30 and 60 days before check-in, they'll get back 50% of amount paid. Otherwise, no refund will be provided. All cancellation policies from a third party will be honored if the reservation was received from that third party. All cancellations must be done directly with Manager/Owner and instructions will be given.

4. Beaches, Recreational Equipment of Any Kind:

The Home that you have reserved is near beaches, hiking and waterfalls. These can all be obviously dangerous.

- Guests should observe and adhere to all rules and policies as posted at the Home, areas outside the home and supervise children at all times.
- Guest accepts and assumes all risks involved in or related to any of the following recreational equipment of any kind, including but not limited to a beach or pool equipment, golf cart, bicycles, docks, boats, paddleboards or other floating devices, pool, games or sports equipment.

5. Home Damage and Security Deposit:

Damage Deposit: Guest agrees to pay owner the amount of actual damages to the Property arising from use of the Property, as well as for missing items, excessive clean-up and, if necessary, the cost incurred in removing Guest from the Property. Credit Card will be held on file to pay for these situations should they arise.

Return of Damage Deposit: If Cash is held for deposit Owner will return any balance of a security deposit to Guest, less any charges or amounts owed by Guest, within fourteen (14) days after the end of the reservation or as otherwise required by local laws or regulations.

6. Excessive Wear and Tear, Noise and Occupancy:

- If excessive wear and tear is found for the Home, or additional cleaning is necessary due to spills, trash left on site, stains to furniture, carpeting, linens, paint, wallpaper, or flooring, Guest authorizes Owners to charge Guest for additional fees. Tenant will be provided with a receipt for any additional fees incurred upon request or as required by local laws or regulations.
- If at any time the maximum number of the Home's occupants is exceeded or if we receive information about excessive noise, the Owner has the right to evict Guest and all occupants immediately and to charge Guest a minimum service fee of \$250 with no refund for the balance of the remaining reservation.
- If any sign of smoking is discovered Guest authorizes Owner to charge Guest an additional minimum \$500 cleaning fee.
- If any sign of a pet is discovered, then Guest authorizes Owner to charge Guest an additional minimum \$500 cleaning fee.

7. Maintenance and Access:

Property Inspections: All problems, including inadequate cleaning and damage, must be reported by phone and email to Owner within 24 hours of check-in. Owner reserves the right to enter premises at any time for the purpose of effecting necessary inspections, repairs or maintenance. This is an associated risk of renting a single family residence. If a maintenance issue occurs that cannot be fixed in a reasonable amount of time or if the Home is unavailable for any reason as determined in our discretion, and significantly affects your stay; we reserve the right to refund at our discretion and if applicable we will suggest relocation options.

Notification: Guest agrees to inspect the entire Property to ensure that it is free of hazards and properly equipped. Property is not equipped for the elderly or handicapped. Guest assumes the entire risk of injuries arising from use of the Property. Guest agrees to take a high degree of care in the use of the Property during their stay.

8. Phone and Internet:

Unless otherwise specified, Home is equipped with a high-speed Wi-Fi connection and we will provide you with any required Wi-Fi passwords upon check in. We do not provide a land line phone for Home and suggest that you please use your mobile phone or Wi-Fi enabled phone for calls.

9. Furnished Rental and Supplies:

Our property is a fully furnished property that will include bedspreads, linens, blankets, pillows, towels, a fully equipped kitchen, TV, furnishings unless otherwise specified. A limited starter supply of paper products, bath and dish soap are provided, but will not be replaced if consumed during your stay so we recommend bringing additional personal items with you. Many items (salt, pepper, foils, wraps, etc) are generally stocked by the Owner of the Home, however Owner cannot always commit these supplies being present. Guest is responsible for replacing stocked items as they are consumed. If there is a special type of item you are accustomed to using please provide for those items by bringing them with you. Beach towels and beach chairs are provided for use on the beach. Do not use other Home towels for use at the Beach.

10. Weather and Other Unforeseen Events:

Owner does not accept liability for any inconveniences arising from any temporary defects or stoppage in supply of water, gas, cable, electricity or plumbing, damage caused by weather/road conditions, natural disasters, acts of God or other reasons beyond its control. No refunds will be given for any delays or cancellations due to such conditions. Travel Insurance is highly recommended for any stay.

11. Legal Recitals

Signatures: All signatures via Electronic, FAX, and email will be considered legal and binding signatures for the purpose of our agreements.

Indemnity: Owner does not assume any liability for loss, theft, damage or injury to Guest, his/her guests or other occupants in the Home. The Guest, for himself/herself, his/her heirs, assignors, executors and administrators, fully releases and discharges Owner from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the Guest, his/her guests or other occupants of the Home as a result of, or in connection with the occupancy of the Home and agrees to hold Owner free and harmless of any claim or suit arising therefrom. In any action concerning the rights, duties or liabilities of the parties to this Agreement, or their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs.

Subletting and Assignment: Guest may not sublet, sublicense or otherwise grant any rights to the Property.

Property Use: The Property may not be used for any activity in violation of local, state or federal laws, or Hawaii Insurance rules and regulations.

Attorney's Fees: If Owner consults legal counsel or a professional collection service for collecting any amounts due to Owner under this Agreement, Guest shall be responsible for all costs of litigation and/or collection in case of such, including actual attorney's fees.

Limitations on Rental: Owner will not be liable for circumstances beyond their control, including but not limited to appliances or air-conditioning/heating failure, other mechanical failure, unfavorable weather, disruption of utility services including cable television, etc. There will be no relocation, rental pro-ration or refund in the event of such circumstances. In the event Owner is unable to deliver the Property to Guest because of property sale, property Owner decision, fire, mandatory evacuation, eminent domain or Acts of Nature, or if the property is unavailable because of construction delays or lack of utilities, Guest agrees that Owner's sole liability, as a result of any of these conditions, will be a full refund of all payments tendered by Guest. Guest expressly acknowledges that in no event will Owner be held liable for any other condition out of the control of the Owner, or for any incidental or consequential damages, including but not limited to, expenses that result from moving or for any other losses.

Tenancy: The Guest acknowledges that this is NOT a tenancy for the Property. The Property is not rented for more than 30 days and is taxed and treated as a transient occupancy, akin to hotel accommodations. Property laws do not apply to the license granted herein, and the Guest may be removed as a trespasser immediately upon termination of this license. The Property is rented on regular short term periods and for a significantly higher rate than a non-vacation rental. Often a Guest is scheduled to begin a vacation in the Property on the same day as the checkout day of another prior Guest. If Guest stays even one additional day, Owner would face significant logistical problems with the next Guest, including possible liability. As such, Guest agrees to vacate immediately on the checkout day at 10:00 a.m. Failure to do so will entitle Owner, in addition to all other remedies available to it, to have Guest ejected by law enforcement as trespasser and to physically remove Guest and all of Guest's possessions from the Property (for which Guest hereby grants permission and consent) and obtain damages and injunctive relief against Guest.

Restrictions on Property Use: Guests are prohibited from engaging in any unlawful activity or any other activity that constitutes a nuisance. Violation of this provision will result in immediate eviction without refund, and Guest will be held liable for any damages to the Property, contents and grounds.

Personal Property Loss: Owner is not responsible for any loss or damages whatsoever due to the loss, theft or damage to Guest's personal property or to personal property owned by Guest's visitors including any vehicles whether owned, leased or rented.

Indemnification: Guest agrees to release Owner from and against all liability should anyone be injured upon the premises during the term of occupancy resulting from any cause whatsoever, except in the case of personal injury caused by willful gross negligence on the part of the Owner.

Effective Date: Notwithstanding anything to the contrary, this Occupancy Agreement is binding and effective when no signature is required, and Guest's affirmative assent to the terms is expressed by Guest's reservation of the unit. If Guest desires to terminate this agreement due to lack of assent, he/she must do so within three days of the date the reservation was made.

Governing Law: The terms and conditions stated herein will be interpreted by and governed under the laws of the State of Hawaii and any action arising out of this agreement shall be litigated in the State of Hawaii.

Attorney's Fees: In the event of any action or proceeding commenced by any party, the prevailing party in such action or proceeding shall be entitled to recover from the other party all cost and expenses thereof, including actual attorney's fees and cost.

Invalid Provisions: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance hereof. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as a part of the Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid or enforceable.

Entire Agreement: This Agreement sets forth the entire understanding of the parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No amendment or modification hereto shall be binding unless made in writing and signed by the parties hereto.

Waiver: The waiver by either party hereto of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of a subsequent breach of same provision by any party or of the breach of any other term or provisions of this Agreement.

Headings: Headings of the paragraphs herein are used solely for convenience and shall not be used for interpretation or construing any word, clause, paragraph or provision of this Agreement.

This Home is 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.

Agreed by Guest:

By submitting your reservation Guest(s) hereby agrees and accepts all the terms and conditions stated above. Reservation is considered as an electronic signature and acceptance of these terms.

Thank you for choosing Maui Aloha Vacation Rental, we look forward to seeing you soon on Maui soon.