

Kolea Vacations, LLC – Big Island of Hawaii

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Kolea Vacations, LLC - Rental Policy Agreement

Kolea Vacations will hereinafter be referred to as **Owner & Renter** will be referred to as **Guest**.

Terms of Agreement:

The term of this agreement begins at time deposit is charged. Check-In is 4:00 PM and ends at 11:00 AM upon Check-Out. Check-Out times are strictly enforced. Number of guests is specified on the "payment information" contract. No additional overnight Guests are allowed without prior written approval. Guest agrees that property is to be utilized for temporary vacation occupancy and this Rental Policy Agreement does not create a landlord/tenant relationship.

Surrender of Premises: Guest will surrender the premises described herein in as good a condition as when Guests checked-In. Any excessive cleaning required, missing inventory or damages will be billed to Guest's charge card and/or deducted from the Security Deposit. Owner is not responsible for electricity, water, cable or telephone outages due to natural causes.

Waste, Nuisance and Disturbance of Peace: Guest agrees not to commit or permit by others any waste on the premises and Guest shall not use or permit the use of premises for any unlawful purpose. Guest agrees not to disturb the peace of neighbors or surrounding persons nor to utilize or permit the use of premises in such a manner as to constitute a disturbance of the peace or a nuisance.

No Smoking and No Pets: Pets are not permitted. This is strictly a NON-SMOKING property, which includes both inside and outside areas. There are NO exceptions. Violators will be assessed a substantial cleaning/deodorizing fee.

Events: The Homeowners Association occasionally allows (with advanced permission) special events such as weddings, parties or large gatherings. If you are interested in such an event, let the Owner know so that we can contact the HOA for the required permission. Otherwise, such events are not allowed and the guest will be charged for any costs (including fines) imposed or incurred by the Guest.

Beach Club and/or Recreation Facilities: Rules are posted for safety and enjoyment of all. Guests must respect and abide by all such rules. Towels provided are for Beach Club use only. Towels are not to be removed for beach use or taken back to rental property for any reason. Beach Towels are provided in each property for Guest use.

Telephone and Fax: Hawaiian Islands, Alaska, Continental US and Canada, have free unlimited phone service for Kolea Vacation, Guest. Guest must use their own personal phone or credit card for any other calls. There are no exceptions. Guest is subject to fees (including fines) if calls are made other than as described.

Lockouts and Lost Keys: Lost keys and lock out charges vary depending on the time of day and how many keys are lost (\$75-\$125). We recommend Guest leave keys in lock box while on beach or swimming.

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Payments: We accept VISA, MasterCard, American Express, debt cards, personal checks and certified checks (in some cases). Credit Card charges will appear as "Kolea Vacations".

Minimum Stay Required: Minimum stay is 3 nights. Holiday Season (December 17 – January 7) minimum stay is 7 nights unless otherwise arranged with Owner. There maybe other dates blocked from 3 nights minimum as well.

Cleaning Fees: Cleaning fees range from \$225.00 to \$275.00 depending on Villa/Home and number of persons in the party. A Cleaning fee of \$25.00 per person will be charged for each person over 6 and up to 8 (where 8 may apply). Stays that are more than 10 days are subject to interim-cleaning fees. For example, if you reserve a Villa for 28 days there would be a required two interim-cleanings. The interim clean is in addition to the exit cleaning fee after check out.

Taxes: There is a 4.166% Hawaii State General Exercise Tax (GET) and a 9.25% Hawaii State Transient Accommodation Tax (TAT). These total 13.416% and are due on the total rental amount, excluding the security deposit. These taxes are subject to change without notice according to the State of Hawaii stated tax requirements. Utah taxes will be indicated within Utah Guest Rental Agreement.

Deposits and Payments: Initial deposit must be received to confirm a reservation. If arrival date is 60 days or less, full payment is due at the time of booking. Initial deposit requirements are at rental rates indicated in Guest Rental Agreement and are as follows:

- 1) Rentals greater than 2 weeks - 4 days rent, security deposit and cleaning fee. Due and payable 90 days prior to arrival.
- 2) Holiday Season - 3 days rent, security deposit and cleaning fee. Due and payable 120 prior to arrival.
- 3) For all other Rentals - 2 days, security deposit and cleaning fee. Due and payable 60 days prior to arrival.

Security Deposit: \$500.00 (refundable) Security Deposit is required at the time of booking. The deposit will be refundable within 30 days (of departure), after review of Villa/Home inventory, any damages incurred, and any long distance phone usage outside of free call coverage (Hawaiian Islands, Alaska, Continental US and Canada).

Cancellation: Reservations that are cancelled for any reason are assessed a booking fee of \$125.00. If cancellation occurs between 90 and 120 days an additional 25% of the initial deposit is forfeited. If cancellation occurs between 90 and 60 days then another 25% of the initial deposit is forfeited or a total of 50% of the initial deposit. If cancellation occurs within 60 days there are no refunds unless the Villa can be re-rented in which a case, a prorated refund will be made. If the Villa remains unoccupied, all rental payments are retained, except for cleaning charge and security deposit. After arrival there are no refunds for any reason. No Shows and Early Departures are subject to full forfeiture. For Holiday Season (December 17 – January 7) a cancellation within 120 days prior to arrival is subject to full forfeiture.

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Final Payment: Owner will automatically process Guest credit card according to Guest individual Rental Agreement. If Guest prefers, final payment can be made via check. Guest must notify Owner of preference at time of booking. Checks must arrive 10 days prior to final payment deadline to ensure time required for bank clearance (usually 10 days).

Hold Harmless and Indemnity: Guest agrees to hold Owner harmless for any damages to Guest, Guests family, Guests of the Guest or any other persons occupying or utilizing the premises during the term or rental which arise or occur as a result of Guests use or occupancy of the premises. Guest further agrees to indemnify Owner for any damages claimed, alleged or causes to Guest or third parties by use of occupancy of the premises by Guest or third parties.

Substitution of Property: If for any reason a property becomes unavailable, damages shall be limited to substitution of a comparable property or refund of rent.

Owner strongly recommends that Guest secure and protect their vacation reservation with **Travel Insurance**. For information on Travel Plus & Travel Life: Call 800-228-9792 or visit www.travelexinsurance.com . For comparison and pricing, Google - **Travel Insurance**.