



## TERMS AND CONDITIONS

These Terms and Conditions apply to the rental of the vacation rental known as Kona Ocean Villa and are incorporated by reference into the Vacation Rental Agreement between Landlord and Guest as defined in the Agreement.

**PURPOSE:** Guest shall be entitled to occupy the Premises as a vacation home during the term of this agreement and agrees not to use the Premises for any other purpose without written consent from Landlord. Guest shall not use the premises for any immoral or unlawful purposes, nor violate any law or ordinance. Guest agrees not to let, sublet or assign this agreement for all or any part of the Premises. This agreement does not create a tenancy for the property. Guest can be removed from the property without process of law for violation of this agreement.

**CHECK-IN/CHECK-OUT:** Guest shall be entitled to enter the unit after the Check-in Time on Arrival Date and must vacate the unit prior to Check-out Time on Departure Date.

**MAXIMUM OCCUPANCY:** The unit is not to be occupied by more than 4 people. There is a queen bed and two twin beds. The living room furniture does not turn into a bed and the floor is not suitable for sleeping on. You may have guests over for meals or small gatherings but parties in the condo or anywhere else on the property are prohibited.

**MINIMUM STAY:** The minimum rental period is one week.

**RESERVATION DEPOSIT:** A reservation deposit of \$300 must be received to secure your reservation. No reservation is made until payment is received.

**BALANCE PAYMENT:** The balance of all fees less the reservation deposit is due 60 days before Arrival Date.

**PAYMENT:** All payments are due by credit card. Payments may be made by personal check or wire transfer with prior arrangement but are subject to additional terms.

**CLEANING FEES:** Cleaning fee is for post-occupancy cleaning, inspection and inventory. No maid service is provided during your stay. Cleaning fee covers normal cleaning. Guest may be charged for excessive cleaning if required.

**SECURITY DEPOSITS:** Payment by credit card authorizes a damage hold against the same card to cover damage to the property, excessive cleaning, charges for smoking or rules infringement, or international long distance charges. A separate security deposit is required for check or wire transfer payments.

**CANCELLATION POLICY:** All cancellations must be in writing. If cancellation is made 61 days or more before the Arrival Date, all monies received will be refunded to Guest. For cancellation 60 days or less before the Arrival Date, a prorated share of the rent will be made only when the Premises are actually rented to another guest, less a \$100.00 cancellation charge. Alternative arrangements including the option of trading prepaid time for a later date may be considered, subject to availability. We are under no obligation to rent unit in case of cancellation or to make discounts or concessions to encourage replacement rental. We may terminate this agreement without cause upon thirty (30) days written notice to Guest in which case all monies received will be refunded to Guest.

**CATASTROPHIC EVENTS:** If a catastrophe (hurricane, tsunami, flood, etc.) impairs the Premise, we are not responsible for finding alternate lodging for the Guest or for the Guest's financial losses related to transportation or alternate lodging. If Guests are required by local authorities to evacuate the area before their stay is completed, Landlord will refund a pro-rated portion of the unused rent. In such an event we will try to assist you of course but we may be limited by unavailability of phone, internet, accommodation, or other services.

**SUBSTITUTE ACCOMMODATIONS:** We reserve the right to substitute comparable accommodations without notice or liability in the event the condo becomes unavailable. If advance notice is available, Guest may cancel with no penalty and full refund in such event.

**UTILITIES:** Landlord provides water, electricity, cable television service, as well as local telephone and US domestic long distance usage. Guest is responsible for any international or US "dial around" long distance.

**GRILL:** Outdoor grilling using the gas grill provided is permitted only on the lanai against the south wall outside the master bedroom. Charcoal or wood fires or grilling are not permitted. If the tank is empty upon arrival or you run out of propane during your stay, please take it to Lowes to exchange it for a full tank. You will be reimbursed if you leave the receipt on the kitchen counter. Please leave the grill clean upon your departure.

**INTERNET ACCESS:** Wireless internet access is provided but you must bring your own laptop computer or other access device. Instructions for connecting to the wireless network are posted near the phone in the kitchen. We cannot guarantee the wireless connection will work with your device and we cannot provide technical support in the event of a problem. Guest assumes all responsibility and liability in connection with use of the internet access during the stay and agrees to hold landlord harmless for all loss/damage/theft from the use of internet access. Guest agrees to be responsible for any unlawful use of internet use during stay.

**USE OF ILLEGAL DRUGS:** Guest agrees that anyone found using illegal drugs or allowing others to use illegal drugs on the Premises will be denied continued occupancy.

**NO SMOKING:** Smoking is prohibited at all times inside the condo, on the lanai, and within 25 feet of the doorways. Smoking is also prohibited in all common areas of the complex including the pool areas. If you or anyone you allow onto the property is observed smoking you will be asked to leave without a refund and will be assessed a fee of \$250.

**PETS:** Pets are not allowed at the Country Club Villas. If you bring a pet you will be denied occupancy or asked to leave without a refund.

**CLEANLINESS:** Guest agrees to keep the Premises free of trash, garbage, and other waste. Trash or food left out in Hawaii's tropical climate will attract pests very quickly.

**PROPERTY ALTERATIONS:** Guest agrees not to alter the property, including changing or adding locks. Guest agrees to return all pipes, wires, glass, plumbing, structural components, and other equipment and fixtures to the condition upon Arrival Date.

**KEYS AND LOCKOUTS:** When you arrive you will obtain one key from the lockbox. A second key for use during your stay will be on the kitchen counter. When you depart please leave one key on the kitchen counter and the other in the lockbox as you found it. If a key is not returned there will be a \$100 lost key charge. A fee may be assessed for lockouts.

**MAINTENANCE OR EMERGENCY ACCESS:** Upon reasonable notice, Guest shall make the Premises available to make necessary or convenient repairs. In an emergency access may be made at any time without securing prior permission from the Guest.

**WHEELCHAIR ACCESS:** Our condo is a ground floor unit that is accessed by going down a short set of stairs from the parking lot. There is no elevator or ramp for access.

**PARKING:** Free parking is permitted in the space marked with the condo number or in a space marked "visitor." The designated parking space for the condo is very close to the front door.

**OWN RISK:** Guest agrees to indemnify and hold Landlord harmless from all liability, loss or damage arising from any nuisance or harm made or suffered on the Premises by the Guest or guests from any carelessness, neglect or improper conduct of any persons entering, occupying or visiting the Premises. Use the property and its amenities at your own risk and at your risk for your guests. Landlord will not be liable for damage to persons or your property. By signing this agreement you agree to these terms. Landlord and Guest shall each be responsible for maintaining appropriate insurance for their respective interests in the Premises and the property located on the Premises.

**MEDIATION AND ARBITRATION:** Landlord and Guest agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or other action. Mediation fees, if any, shall be divided equally among the parties involved. To the extent allowed by law, Landlord and Guest agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge or justice, or any attorney with at least 5 years of residential real estate law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive Hawaii Law. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.

**ATTORNEY'S FEES.** In the event that any action shall be commenced by either party arising out of, or concerning this rental or any right or obligation derived there from, the prevailing party shall be entitled to receive attorney's fees as fixed by the Court in addition to all relief at law or equity.

**CONTACT INFORMATION.** The on-island contact to comply with Act 326, Session Laws of Hawaii 2012 is Jean Gray. She may be contacted at (808) 937-6690 with questions related to compliance with Act 326. She will also be your local contact during your stay if any problems arise with the condo. Prior to your arrival please contact us directly for any questions not related to Act 326.