

**VACATION RENTAL AGREEMENT AND RESERVATION**  
For home described at <http://www.vrbo.com/226559>  
Hawaii Transient Accommodations Business License TA-146-082-6112-01

Please sign on both pages, fill in names of all people, date and mail agreement to us as soon as possible. Bring your copy with you so you may refer to it if you have questions while traveling. As soon as you have returned this signed agreement and upon final payment, we will send you a welcome packet with our lock box code and other information.

Check-in date: \_\_\_\_\_ Check-out date: \_\_\_\_\_

Check-in time is no earlier than 4 pm HST and checkout no later than 10 am in order to provide 6 hours to completely clean, disinfect and set up for the next guests. If you request an early check-in or late check-out and scheduling of other guests and caretaker permits, we will make every effort to accommodate you with our prior approval.

Name of responsible person (must be 25 or older): \_\_\_\_\_

Names of all people in group: adults \_\_\_\_\_  
children (<18) \_\_\_\_\_

Mailing/billing address of responsible person: \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email address \_\_\_\_\_

<b>Total bill:</b>	rental fee	\$
	+ HI Transient Accommodations + GE Tax (13.25%)	\$
	+ cleaning fee	\$
	+ refundable security/damage deposit	\$ 165
	= Total bill _____	\$ _____
	Less Deposit received (_____xxxxxxxxxx_____)	\$
	<b>Remaining balance due</b> _____	<b>\$</b>

**Balance due 2 months prior to arrival.** Your credit card will be run to pay for the balance due on \_\_\_\_\_ unless other payment arrangements have been made.

**CREDIT CARD AUTHORIZATION:** I understand and consent to the use of the credit card provided without original signature. Further authorization is given to run the same card for balance due and/or damage exceeding the damage deposit. Responsible person will provide new credit card information if the one used to book is no longer valid through the end of the rental period.

**SIGNATURE OF RESPONSIBLE PERSON** \_\_\_\_\_

After your final payment and signed copy of the agreement have been received, a **Welcome Packet** will be e-mailed to you. It will include detailed travel directions to the house, the lock box code to access the house, the local property manager's contact information in the case of house-related emergencies, and information to help you plan for a great vacation.

**I.A. Guest Cancellations and Refunds:** If you cancel your reservation due to personal emergencies, flight cancellations, etc., we commit to immediately opening the availability calendar once notified. To the extent we can recoup the rental fee that you had committed to pay, we will return that portion of your rental fee. We will also refund the associated State tax, cleaning fee and damage deposit already paid, minus an administrative fee equal to one day's rental fee. For your information, our typical guest books 4 – 12 months in advance, so the likelihood of us being able to re-rent your reserved days goes down the closer you are to your arrival date. **If you have concerns or uncertainty in your schedules, the owners recommend you purchase trip insurance.**

**I.B. Owner Cancellation:** There may be circumstances beyond our control in which the property is not available for your stay (e.g., severe damage to the property or dangerous weather conditions). In such cases, the owners will make every attempt to reschedule your dates within the next year at the same rate and apply your payment to your future stay within the next year. Or we will do our best to make alternative arrangements for you in the Kapoho area. If we cannot, or if the alternative arrangements are not acceptable to you, then we will refund all monies paid. This will be the full extent of our liability to you in such circumstances, and we will not be responsible for any other costs connected with any such cancellation, howsoever arising.

## II. Base Refundable Security/Damage/Additional Cleaning Deposit

When final payment is made, it includes a \$165 base security/damage/additional cleaning deposit. If all of the following provisions are met, your deposit will be refunded in full within fourteen (14) days of your departure. For your information, we have provided this refund to over 99.9% of our guests.

- No damage is done to the home or its contents beyond normal wear and tear.
- No linens or household items are missing and only beach towels are used on ground or chairs for lounging.
- Furniture upstairs has not been rearranged to prevent damage to furniture or floors and heavy lifting for caretaker.
- No early check-in or late checkout has occurred without prior written consent from Homeowners.
- No smoking has occurred in or around house due to risk of fire and smoke allergies of other guests.
- Only toilet paper and human waste are disposed of down toilets to protect septic system.
- No pets have been allowed on the premises.
- To prevent insects, dishes, pots, pans & flatware are washed and food wastes secured in outdoor trash cans daily and barbecue is cleaned before check-out.
- No tents, canopies, parties, weddings or any gatherings with persons not listed in this rental agreement (see item III below).
- **Before leaving you have: turned off fans and lights to conserve energy; locked doors and windows to avoid theft; turned off water supply to the washer and drier to prevent ruptured pipes; and returned all keys to the lock box and the key-hook inside the front door.**
- Our caretaker was able to complete the standard cleaning within the 6 hours available. If additional time is required to restore the premises to the required clean and functional condition due to violations of the above, the deposit will be forfeited.
- All components of this rental agreement have been abided by.

**III. Exclusive use of the property by renters named in the rental agreement.** Only the persons specified above in this rental agreement (i.e., named adults and children) are permitted to enjoy our home and property during any portion of the rental period. You are not allowed to invite others to our property. If a renter does not abide by this contract provision, the reservation will be considered made under false pretense and the renter(s) will be required to vacate our home immediately and be charged a penalty of \$200 per extra person per partial or whole day. Be advised, our caretaker lives nearby and the Homeowners intend to fully enforce this provision.

**Indemnification and Acknowledgement:** The Renter acknowledges that this vacation rental is oceanfront on sharp lava rock and, as such, has inherent dangers associated with swimming, snorkeling and other outdoor activities. While the Homeowners have done everything they can to ensure your safety in their home and property, the renter shall hold harmless the Homeowners in the unfortunate event of any personal injuries, accidents or illness of renter(s) while on the property. The Homeowners encourage exceptionally close supervision of children. Everyone traversing the lava landscape around the property and pools should exercise extreme caution due to sharp and slippery conditions. Our home may not be suitable for persons with limited mobility. The Kapoho Vacationland neighborhood is a safe and clean neighborhood. However, the Homeowners encourage the renters to keep their vehicles locked at all times and the doors and windows of the house locked while away from the property. The Homeowners are NOT responsible for the loss or damage to personal belongings or valuables of the renters. There may be some daytime construction noise in the neighborhood that is beyond our control. By accepting this reservation, it is agreed that all renters are expressly assuming the risk of any harm arising from their use of the premises.

I HAVE READ AND UNDERSTAND THE RULES OF THIS RENTAL AGREEMENT. I CERTIFY THAT I AM AT LEAST 25 YEARS OF AGE AND THAT I WILL BE HELD FINANCIALLY RESPONSIBLE FOR THE CARE OF THIS PROPERTY BEING RENTED UNDER MY NAME. I ACCEPT FULL RESPONSIBILITY FOR THE FULL COSTS OF DAMAGES RESULTING FROM MY STAY.

**By Signing Below, the Homeowner and Renter agree to all terms and conditions of this agreement.**

**Signature of Homeowner:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Flanders, 8616 Semiahmoo Dr., Blaine, WA 98230

**SIGNATURE OF RESPONSIBLE PARTY:** \_\_\_\_\_ **Date:** \_\_\_\_\_