

**KIHEI AKAHI UNIT B-102
VACATION RENTAL CONTRACT
STANDARD RENTAL TERMS**

The Owner of the above referenced property (the "property") hereby agrees to rent the Property to the aforementioned Guest(s), and the Guest(s) accept(s) such rental, upon the terms and conditions set forth in this Vacation Rental Contract.

1. All Guests must execute the Vacation Rental Contract. No persons except registered guests and their minor children shall occupy the property. Unit may not be sublet or assigned without prior written consent from the owner. Use of the unit is intended as a temporary vacation residence. Guest(s) may not use it for any unlawful, improper, or offensive purposes. Parties, including weddings and/or receptions are expressly not allowed except with the prior written consent of the owner.
2. The owner maintains the right to enter the property for the following reasons:
 - a. To make necessary or agreed repairs.
 - b. To supply services agreed upon.
 - c. In case of emergency the owner reserves the right to enter at anytime for the purpose of safe keeping or prevention of further damage.
3. **Landlord Responsibilities:**
 - a. We will give you the right to occupy unit in accordance with this agreement.
 - b. We will provide and maintain appliances. We will not be held liable for interruption of those services that are beyond our control. We will also not be responsible for interruption of electricity, water, or gas beyond our control. Please promptly notify the owner of any interruption (s) of said services. Guest(s) may not end this agreement due to interruption(s) of said services.
4. **Tenant(s) Responsibilities:**
 - a. Notify the owner of any defects or problems with the unit.
 - b. NO SMOKING allowed in unit.
 - c. NO PETS allowed in unit
 - d. No disturbances: Guest(s) will not disturb others or keep them from enjoyments of common areas. Guest(s) must obey all house rules posted in unit.
 - e. Guest(s) acknowledge(s) that this reservation is only for the number of adults and children named herein. Babies count as guests.
5. **Security Deposits:**
 - a. Security Deposit required to confirm a reservations is equal to 25% of rent. All funds will remain in the CLIENT TRUST ACCOUNT with interest accruing to the owner.
 - b. Security Deposit is in addition to rent and not to be deducted from Total Rent Due.
 - c. Long distance phone charges, costs of any damages caused by the guest(s), costs for replacement of missing items from the unit (including beach towels), costs of cleaning beyond the normal out clean fee, and costs to replace keys or locks for unreturned keys (\$25 fee for any keys not returned) will be deducted from the security deposit.
 - d. Refunds can take up to 2 months. the owner reserves the right to retain deposit until the phone bill clears.
6. A cleaning charge of \$125.00 will be charged for standard departure cleaning. For stays longer than 3 weeks, a mid-clean will be required at an additional cost of \$125.00. (this applies to longer stays per every 3 wks) If additional cleaning is needed, the cost will be charged to the security deposit. Any additional cleaning may be requested at \$30.00/hour.
7. Guests must leave unit on date and time designated. Any additional rents must be paid in advance.
8. Abandoned possessions: The owner will not be responsible for any personal effects left in unit. We will be glad, if found, to mail them to you and have the right to deduct postage from your security deposit.
9. GUESTS, FOR THEMSELVES AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY RELEASE THE OWNERS OF UNIT B-102, THE OWNERS OF KIHEI AKAHI AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SURETIES, INSURERS, INDEMNITOR, ATTORNEYS, SUCCESSORS AND ASSIGNS FROM ALL CLAIMS, DEMANDS, OR CAUSE OR THING WHATSOEVER RESULTING FROM OR IN CONNECTION WITH THE PROPERTY OF THIS RENTAL CONTRACT, INCLUDING WITHOUT LIMITATION ANY CLAIM, DEMAND OR CAUSE OF ACTION FOR PERSONAL INJURY OR DEATH AND ANY AND ALL LOSS, LIABILITY, COST AND EXPENSE RESULTING FROM ANY CLAIM, DEMAND, SUIT OR CAUSE OF ACTION WHICH MAY BE ASSERTED.
10. See also our **Reservation Form** at www.affordablemauicondo.com/reservation_form.pdf which is part of this contract.
11. The undersigned, on behalf of their entire party, have reviewed and accepted the terms above. This is a legal and binding contract, executed in the State of Hawaii, under the jurisdiction of the State of Hawaii, and interpreted under the laws of the State of Hawaii. This Vacation Rental Contract shall be binding by all Guest(s) occupying the Property.

Guest Signature: _____ **Date:** _____ **Owner Initials:** _____ **Date:** _____