

Richard A. Lasser
Owner
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RENTAL AGREEMENT CONTRACT

Name(s) of Responsible Tenant(s)

Home Address: _____

Home phone: _____ Work phone: _____ Cell phone: _____

Email address: _____ Date of booking: _____

Rental Premises Address: 62-3600 Amaui Place, Unit L-201, Kamuela, HI 96743

Arrival Information: Airline _____ Flight no. _____

Check-in Date _____ at 4 pm: Check-out Date: _____ at 11 am Total Nights: ____

Base Rental Amount \$ USD

Departure Cleaning: \$ USD

13.416% Hawaii state tax: \$ USD

GRAND TOTAL: \$ USD

Payment schedule:

First payment of 50% of Grand Total due now by personal check, to be sent to Washington address above

Second payment of 50% of Grand Total due by personal check 60 days before check in, by personal check, to be sent to Washington address above

_____ ()	_____ ()
_____ ()	_____ ()
_____ ()	_____ ()
_____ ()	_____ ()

Check-in and Check-out: Please note: Check in time is 4:00PM or after. Check-out time is 11:00AM or earlier).

The Premises will be ready for you to check-in on the Check-in Date noted above. Check-in Time is 4:00 p.m. (Hawaii Standard Time). You will be required to check-out and vacate the Premises on the Check-Out Date noted above. Check-out Time is 11:00 a.m. (Hawaii Standard Time). Oftentimes our bookings are back-to-back, so it is essential that you respect these times. Any deviations from the noted Check-In Time and Check-Out Time are subject to my prior approval, which approval may be granted or withheld in my sole and absolute discretion. Upon checking out, please: (i) leave the Premises neat and tidy; (ii) put all perishable food items in the refrigerator; (iii) close all windows and louvers; (iv) turn off all lights, fans and air conditioners; and (v) lock all doors and leave the keys and remote at the front desk. **If you wish to book this Premises for the same dates next year, please notify our office prior to your departure.**

Cancellation Policy. Any request to cancel must be provided in writing. A Cancellation Fee of \$500 will be charged as liquidated damages upon any cancellation, whether or not the Premises are re-rented during your reserved dates. The initial deposit collected upon booking noted above is non-refundable and shall become liquidated damages if you cancel your reservation less than ninety (90) days prior to the Check-In Date. **For the Christmas/ New Year Holiday period, there is no deposit refund for cancellation after July 1.** The full rental amount noted above is non-refundable and shall become liquidated damages if you cancel your reservation less than thirty (30) days prior to the Check-In Date. Your reservation will be cancelled by us (and the Cancellation Fee shall apply) if any required payments by you noted above are not made by Rental Payment Dates noted above. There will be no refunds for unused nights, late arrival or early departure. We may cancel your reservation, without liability, if the Premises are withdrawn from the rental pool for any reason, or if it becomes damaged and is subsequently deemed unfit for habitability by us. In this event, you will receive a full refund of all rental fees and deposits paid to date.

Credit Card Guarantee and Authorization

This Credit Card Guarantee and Authorization is required even if you pay by check. Cardholder warrants that the card information and signature below are the same as on the card, and are true, correct and up to date. Cardholder authorizes Richard Lasser to charge the card for payment of rental fees, charges made at Mauna Kea and Hapuna Resorts, and/or any damages, loss, expenses or incidental services for up to 3 days after Responsible Tenant and his/her guests check out. Exception: Charges Responsible Tenant and his/her guests make to my account at the Mauna Kea or Hapuna Prince Hotels may be charged back to Responsible Tenant up to 30 days after check out. We accept Visa, Mastercard and Discover only.

Card no _____ Expiration month and year ___/___
Billing phone number _____ Billing Address _____
CSC code on back _____ Date signed _____ Signature of cardholder _____

3. **Repairs.** You may be assessed a charge to remove smoke/incense odor or excessive soiling or any staining from beds, furnishings, carpeting, upholstery, drapes, linens and other items. You will immediately notify us of any theft, fire, water leaks, or mechanical malfunction indoors or outdoors, as well as loss of keys, access devices or other breach of security. In the event of malfunction of a mechanical device or appliance, we shall have a reasonable period of time to arrange for a replacement/repair, and this Rental Agreement shall remain in effect. Every reasonable effort will be made to complete repairs as promptly as possible.
4. **Access to Premises.** Except in the case of an emergency, we will give you reasonable advance notice prior to entering the Premises for inspection and/or repair. You may **NOT** dismiss mandatory routine weekly scheduled services, including, but not limited to, housekeeping, pool service, gardening and plant care, as needed for the normal upkeep of the Premises.
5. **Secure Property.** Remember to always secure the Premises when leaving it vacant and at night and always take normal precautions to protect your valuables. A safe has been provided, but we are not responsible for theft of your property from any location or for personal property that you may leave behind which we cannot locate.
6. **Insurance.** You understand that the Owner's insurance does not cover your belongings or damage that you cause. You agree that the Owner are not responsible for any loss or damage during your occupancy of the Premises. You agree to carry insurance covering all of your personal property located on the Premises or bear full responsibility for its damage, loss or theft, including damage from fire, water, or any other cause.
7. **Energy Conservation.** Please be energy conscious by turning off lights, fans, air conditioning, televisions, radios, and other electrical appliances when leaving the Premises. Monthly rentals will be assessed a Utility Surcharge equal to the actual cost of electricity and gas bill.
8. **Maid Service.** Your occupancy of the premises includes an arrival cleaning and departure cleaning. If you would like additional maid service, arrange at your expense by calling 808-880-3490.
9. **Supplies.** All homes and condominium units are privately owned and equipped for vacation needs. Bed linens and towels are provided. Starter supplies of laundry and dish soap and paper products are available. Please bring any additional supplies that you may need or make arrangements for shopping service through the office by calling (808) 880-3494.
10. **Telephone Calls.** There is no charge for calls to the US and Canada. Please charge all international telephone calls to your credit card or home/business account.
11. **Television.** Our home is equipped with cable services. Should you need to select pay-per-view service, you will be charged a \$100 service fee in addition to the amount of such service.
12. **Traffic.** Please drive slowly in our neighborhoods. The speed limits are 10 mph to 25 mph and there are many children and adult pedestrians and bicyclists.
13. **Neighborhood Construction.** We are not responsible for any construction noise or inconvenience that may occur during your stay. No refunds will be given on this account. You may call us ninety (90) days prior to your arrival to verify any construction in the neighborhood and choose to cancel at that time.
14. **Pests.** The Premises are treated on a regular basis for pests; however, pests are a normal part of life in the tropics. Please call us at (808) 880-3494 if you are experiencing any pest problems.

15. **Inventory and Condition.** Before you move in, we will inspect and inventory the Premises and the items in it (including fixtures, furnishings, appliances and other personal property). We may prepare a photographic inventory and condition form, which may be provided to you when you check-in on your Check-In Date and which you should carefully check. After verifying the contents of the inventory and condition form, you will be required to sign it and a copy will then be provided to you. This form will evidence our agreement about what the condition of the Premises was, what items were in the Premises and their condition when you first occupied the Premises. Whenever you vacate the Premises, you must take all your personal items with you. If you leave any personal items behind, we will store the items for 30-days (at your expense). After 30-days, we will dispose of such items. You must leave the Premises in the same condition as when you first occupied it. It is your duty to have the Premises in clean and proper condition on the day you check-out and not on any later day. You must have the same items in it that were there when you first occupied the Premises and you must leave these items in the same condition as when you first occupied the Premises, except for normal wear and tear. Inventory and décor may change without notice and we do not warrant the appearance or condition of the Premises or contents.
16. **Compliance with Rules and Laws.** You agree to comply with all rules that apply to the Premises and to your use of the Premises including, without limitation, (i) all by-laws, house rules and other rules, (ii) any federal, state or county laws, ordinances, rules and orders, and (iii) any other restrictions.
17. **Abandonment.** If you wrongfully quit, abandon or otherwise move out of the Premises before the Check-Out Date and you leave any personal property, which we determine to be of value, we may store, sell or donate the items. Any proceeds from a sale, after expenses, will be forfeited to us. If we determine that the abandoned property is of no value, we may then dispose of it without liability.

18. **Rental & Security Deposit; Credit Card Guarantee.** The initial rental deposit is required to confirm your reservation. This rental deposit is non-refundable if your reservation is cancelled within sixty (60) days of the Check-In Date. Any damage or breakage to the Premises and/or contents caused by you or your guests and family members during your occupancy will be repaired or replaced at your expense and shall be charged to the credit card in this Agreement. You shall leave the Premises in good order and repair. If excessive cleaning is needed when you check-out, it will be considered damage and the cost thereof shall be charged to the credit card in this Agreement. The card holder completing and signing the credit card guarantee set forth in the Rental Agreement hereby authorizes us to use the credit card information provided as a guarantee and as a form of payment for any excess damages, losses, and replacement or repair of contents or property other than normal soiling and wear and tear.
19. **Payment of Amount Due.** The full amount of the rental charge is due and is non-refundable sixty (60) days prior to the Check-In Date. Acceptable forms of payment in US Dollars are by personal check, cashier's check, Paypal, Visa, MasterCard or Discover.
20. **Taxes.** All charges are subject to the State of Hawaii's general excise tax (currently, 4.166%) and transient accommodations tax (currently, 9.25%).
21. **Default/Remedies.** In the event you violate any of the terms and provisions of this Rental Agreement, we reserve the right to immediately terminate this Rental Agreement and evict you and all other occupants, resulting in the forfeiture of all rental charges and deposits paid. Additionally, any related fines associated with these violations will also be deducted from these amounts.
22. **No Assignment/Subletting.** This Agreement may not be assigned and the Premises may not be sublet without our prior written approval, which approval may be withheld in our sole and absolute discretion.
23. **Limitation of Liability and Indemnification.** The Owner will not be liable to you or any persons for any damage or loss occasioned by any service provided to you under this Rental Agreement, or by electricity, plumbing, gas, water, air conditioning, sprinkler or other pipes and sewage systems, or the loss, interruption, or stoppage thereof, or by the bursting, leaking, overflowing or running over of any tank, washstand, water closet, waste or other pipes in or on the Premises, nor for any damage occasioned by water coming into the Premises from any source whatsoever, or for any damage or injury arising from any acts or neglect of any occupants of, or any other persons on, the Premises or any adjacent property, or of the public, unless such damage or loss results from a wanton and willful act of Owner or us or the Owner's or our gross negligence. All property owned by you, your occupants or other persons shall be kept or stored at your risk only, and you shall hold the Owner and us harmless from any claims arising out of damage to the same. In no event shall the Owner or we be liable to you or other occupants for any loss, damage or injury, or any claims or demands therefor, on account of any loss, damage or injury to any person or property, including any injury or loss to you, whether caused by the negligence of the Owner or us, or otherwise arising out of the use or occupancy of the Premises unless such loss, damage or injury shall result from a wanton and willful act of the Owner or us or the Owner's or our gross negligence. You agree to indemnify and save the Owner and us, jointly and severally, harmless against and from any and all claims, damages, costs and expenses, including reasonable attorneys' fees, arising from the use and occupancy of the Premises by you, your other occupants, and your invitees. You understand and agree that we would not accept your reservation for the Premises nor allow you to occupy the Premises unless you expressly and knowingly assume all risk, responsibility, and liability for your own decisions, actions and personal safety, even in the absence of further disclosures, instructions, house rules or warnings. This Rental Agreement is not intended as a full list of all possible risks.

24. **Rules for Pools and Spas.** The Premises has access to the pool and spa at the amenity center. The following rules shall apply: (i) There is no lifeguard on duty. Occupants and guests may use the pool only at their own risk. By their use of any spa or pool, occupants are agreeing to assume all risks associated therewith. Persons who cannot swim or who cannot stand unassisted in the deepest portions of the pool must be supervised at all times by a person who can swim. All children must be supervised at all times. Do not allow a young child in the spa or pool without an adult. No diving is permitted. Jumping into the pool is not permitted; (ii) Persons having any open abrasion, wound or communicable disease are not allowed in the pool or spa; (iii) Pregnant women and young children should not use the spa without the consent of their physician. Those with weak hearts or sufferers of high blood pressure should not use the spa. No jumping into the spa is permitted; (iv) Surfboards, boogie boards, diving equipment or similar items are not permitted in the pool or adjacent areas; (v) No skateboards or bicycles are permitted in the pool area; (vi) No glass containers of any kind are permitted in the pool area; (vii) The introduction or transportation of any sand, rock or other foreign matter into the pool or spa, which could result in pump malfunction or other damage, is prohibited. The cost of any resulting removal and repairs will be the responsibility of the occupants; (viii) Intoxicated persons are not permitted to use the pool and spa; and (ix) Children need to be supervised at all times. During social gatherings, appoint a “designated watcher” to protect young children from pool accidents.
25. **Legal Standing.** Governing laws for this Rental Agreement are those of the State of Hawaii. Any dispute shall be resolved in the courts of the State of Hawaii in the County of Hawaii, unless otherwise agreed to by us. The Responsible Tenant is the sole occupant who has any legal standing in any dispute that may arise pursuant to or in consequence of the accommodations and services provided under this Rental Agreement. The Responsible Tenant warrants and represents to us that he/she will inform all other occupants and invitees of all terms, conditions, house rules, and disclosures referenced in this Rental Agreement, or otherwise provided to them either orally or in writing.
26. **Miscellaneous.** (i) This Rental Agreement contains all of the covenants, stipulations, and provisions agreed to by the parties hereto, and neither party shall be bound by nor liable for any statement, representation, promise, or agreement not set forth herein; (ii) no change, amendment, or modification to the terms hereof shall be valid unless reduced to writing and signed by the parties hereto; (iii) this Rental Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument; (iv) the submission of a signature page transmitted by facsimile or e-mail shall be considered as an “original” signature page for purposes of this Rental Agreement; (v) section headings used herein are for convenience only and are not a part of this Rental Agreement and shall not be used in construing it; (vi) the provisions of this Rental Agreement are severable, and if any one or more provisions may be determined to be judicially unenforceable, in whole or in part, the remaining provisions, and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable upon the parties hereto; (vii) the waiver by either party of any breach of any term, covenant or condition of this Rental Agreement shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition hereof; (viii) this Rental Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective parties hereto and their respective successors, heirs, legal representatives, and assigns; (ix) wherever the content of this Rental Agreement so requires, the singular shall include the plural, the plural the singular; (x) the Responsible Tenant who signs this Rental Agreement is solely

27. responsible for the full payment of rental charges and other costs and expenses as requested or incurred even if other persons agreed with the Responsible Tenant to pay all or any portion of said charges to the Responsible Tenant and subsequently fail to do so; (xi) use of the words “you”, “your”, or “Responsible Tenant” means the person(s) completing and signing this Rental Agreement; (xii) use of the words “I” “me”, “we”, “us”, or “our” means Richard Lasser, his wife, and all of his officers, directors, employees and agents; (xiii) use of the word “Owner” means Richard Lasser, the owner of the Premises; (xiv) use of the word “Premises” means the rental property you are occupying under the terms of this Rental Agreement as described on the first page hereof. Should I sell the Premises prior to Arrival Date of Responsible Tenant and/or his party, I will refund 100% of Responsible Tenant’s rental paid, including tax, to the Responsible Tenant who made the payment.