

SHORT TERM RENTAL AGREEMENT

This Rental Agreement ("Agreement") is made and effective _____ ("Agreement Date") between My Kauai Vacation Rental, Garden Island Hospitality, LLC ("Manager") and _____ ("Guest") regarding the property known as My Kauai Vacation Rental ("Rental Property") which is located at:

2371 Ho'ohu Road,
#601
Koloa, HI 96756

In consideration of the rent received and the mutual promises contained herein, Owner of the Rental Property does hereby lease and rent to Guest(s) such Rental Property under the following terms and conditions for the duration; From _____ at 3:00 P.M. To _____ at 10:00 A.M.:

- Rental Rules:** Guest agrees to abide by all rules and regulations contained herein or posted on the premises related to the Rental Property and those **Rental Rules** attached as **Exhibit A**. Guests obligations include but are not limited to keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in the common area and remainder of the premises that Guest uses. Guests agree not to use the premises for any commercial activities or purpose that violates any criminal law or governmental regulation. Guest's breach of any duty contained in this paragraph shall be considered material and shall result in the termination of guest occupancy with no refund of any kind.
- Maximum Occupancy:** In no event shall the Rental Property be occupied by more persons than the capacity of the property as stated on the website or the confirmation letter, without prior approval by Owner. The rental party shall consist of Guest and the following persons: _____ . No fraternities, school, civic, or other non-family groups are allowed. In no event shall Guests assign or sublet the Rental Property in whole or in part. **Violations of these rules are grounds for expedited eviction with no refund of any kind.**
- Access:** Guests hereby acknowledge and grant specific permission to Owner or Owner's Representative to enter premises at any time for inspection purposes should Owner or Owner's Representative reasonably believe that Guests are causing or have caused any damage to Rental Property. Guest further agrees to grant Owner or Owner's Representative access to Rental Property for purposes of maintenance and repair. If listed "For Sale", Guests agree to grant access by scheduled appointment upon notification.
- Cancellation Policy:** All notices of cancellation must be received in writing. If sent by email, notices may be sent to the following address: MyKauaiVacationRental@outlook.com. In the event Guests wishes to terminate this agreement, payment processing or administrative fees may not be non-refundable. Refunds and Cancellations of the reservation are first calculated by reducing Processing Fees then from the remaining any further refund is calculated by the length of advance notice given prior to the reservation's arrival date. One-Hundred percent (100%) of the base rental amount will be refunded if the cancellation is made more than 30 days prior to the arrival date of the reservation. If the cancellation is made within 29 and 14 days of the arrival date Fifty percent (50%) of the base rental amount will be refunded, If the cancellation is made with less than 14 days of the arrival date the base rental amount will not be refunded, but the reservation dates may be traded for an equal period of time within 12 months of the original

reservation without change fees or charges, but daily rates may vary on reschedule. In the event of a Hawaii Government implemented closure due to COVID-19 which effects traveling to the islands, fees paid will be refunded, less credit card processing fees or rescheduled. There will be no refunds due to inclement weather including Hurricanes & Floods or other events beyond our control (act of God, strike, lockout, other disturbance or labor difficulty, war, act of public enemy, blockade, revolution, riot, insurrection, civil commotion, lightning, storm, flood, fire, earthquake, explosion, embargo, unavoidable accident, lack of transportation, or anything done or not done by or to a person, government or other competent authority).

5. **Payments:** If the booking is made more than 60 days in advance of the arrival date, a payment of 30% is taken by Owner at the time of the booking. Any remaining balance must be paid 60 days prior to the arrival date, or this Agreement may be cancelled by the sole option of the Owner. An automatic credit card payment for the remaining balance will be scheduled by the Owner to be made 60 days prior to the arrival date. The credit card of the first payment is used if a credit card was provided. If the automatic payment fails for any reason, it is the responsibility of the Guest to make sure that the remaining balance is promptly paid in full, or the reservation will be canceled with no refund of payments made. All policies contained in this Agreement shall apply equally to payments made by credit card, cashier's check or cash and whether made via website, or by phone. Any refunds due to Guests from a credit card payment will be refunded by credit card transaction; all other refunds will be made within 30 days by check. Personal checks received from guests that are returned by the bank unpayable agree to pay the fees still due plus \$35.00 as a returned check fee.
6. **Security Deposits:** If Required, a security deposit ("Security Deposit") and will be automatically reserved for the booking. The automatic reserve is conducted by putting a hold on the Guest's credit card for the amount of \$500.00 exactly 1 day(s) prior to the arrival date. The credit card of the last successful payment will be used. If there are no successful credit card payments, it is the responsibility of the Guest to send \$500.00 by cashier's check to the Owner to satisfy the Security Deposit requirement. If, at the end of the rental period, the rental property is returned undamaged beyond normal wear and tear, the Security Deposit will be released in full within seven (7) business days. In the event of any damages, Owner will provide Guest with a full accounting of expenses incurred and deductions made from the Security Deposit. When no security deposit has been requested, Guest authorizes owner to submit for payment against the Credit Card on file for any damages, breakages, or items that would be deducted from a Security Deposit. Should the damages exceed the amount of the Security Deposit, Guest agrees to pay the balance within five (5) business days after receiving notification. When no security deposit is held, Guest authorizes owner to submit for payment against the Credit Card on file for any damages, breakages, or items that would be deducted from a Security Deposit. Deductions from Security Deposit may include, but are not limited to: excess cleaning fee, hot tub draining and refilling fee, trash removal fee, missing item replacement costs, damaged item replacement or repair costs, repair costs of buildings or grounds, or other service call fees. Owner is under no obligation to use the least expensive means of restoration.
7. **Payment Identification:** Regular payments and security deposits for the booking will be displayed as **MyKauaiVacationRental** on the Guest's credit card statement.

8. **Credit Card Theft:** In effort to prevent unauthorized use of credit cards Guest agrees to provide upon request an image of State or Government issued ID card to Owner.
9. **Pets:** Pets are not allowed in the Rental Property or on Resort Grounds. Any pet(s) found in or about the Rental Property will be grounds for expedited eviction and forfeiture of all monies paid.
10. **Minors:** Guests must inform the Owner of their intention to bring children / minors and the specific number. A child or minor is defined as any person under the age of 18.
11. **Refunds:** No refunds will be provided due to inoperable appliances, pools, hot tubs, elevators, etc. The Owner will make every reasonable effort to assure that such appliances will be and remain in good working order. No refunds will be given due to power blackouts, water shortage, flooding, snow, construction at adjacent properties, or mandatory evacuations of the area by county officials due to hurricanes or other potentially dangerous situations arising from acts of god or nature.
12. **Telephones:** Telephones in the Rental Property may be blocked to allow local calls only. Guest may need a calling card in order to make long distance calls from the Rental Property. The Owner may choose at the Owner's sole discretion to allow long distance telephone calls to be made for free. If the Owner has not clearly listed that as a feature of the Rental Property on the website, confirmation letter or marketing material, Guest must assume that long distance telephone calls are not allowed.
13. **Items Left Behind:** Guest is responsible for all shipping costs for any Lost and Found items that Owner is requested to return to Guest. Items found and not claimed within 30 days will be disposed of at the discretion of Owner.
14. **Hot Tubs:** If a hot tub or pool is provided at the Rental Property, it will be prepared and tested for proper and safe chemicals prior to or on the day of occupancy. Misuse of a hot tub or pool by the spilling of foreign substances into the pool, i.e. soap, shampoo, oils, glass or metal will result in a Service Call Charge at the sole discretion of Owner. Under no circumstances are pets allowed in pools or hot tubs. Violation of this provision shall be grounds for expedited eviction and forfeiture of all monies paid.
15. **Linens & Furnishings:** If linens or towels are rented from Owner or supplied with Rental Property, Guest is responsible for lost or damaged items at the cost of two (2) times the published standard rental price for such damaged or lost linens or towels.
16. **Owners Responsibility / Indemnification:** In the event Owner is unable to make Rental Property available for any reason other than described above or a reasonable substitute as determined by Owner, Guest agrees that Owner's sole liability as a result of this unavailability is to provide a full refund of all monies paid under this Agreement and Guest expressly acknowledges that in no event shall Owner be held liable for any special or consequential damages which result from this unavailability. Guest also agrees to indemnify Owner from and against liability for injury to Guest or any other person occupying Rental Property resulting from any cause whatsoever including, but not limited to, injury sustained as a result of use of the phone, spa, hot tub, sauna, whirlpool tub, pool, exercise equipment, elevator, etc. except only such a personal injury caused by the gross negligence or intentional acts of the Owner.

17. **Termination of Agreement:** Owner may terminate this Agreement upon the **breach** of any of the terms hereof by Guest. Guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement and shall vacate the Property immediately.
18. **Applicable Laws:** Agreement shall be enforced under the laws of the state of Hawaii, within which the Rental Property is located, including any applicable rental acts of that state, and represents the entire Agreement. Any amendments must be in writing and signed by both parties. In the event of a dispute, legal action may only be instituted in the County of Kauai, within which the Rental Property is located. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement. Owner shall conduct all brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap, or familial status of any Guest.
19. **Modification:** Any modification or amendment of this agreement shall be in writing and shall be executed by all parties.
20. **Risk in Use:** The Rental Property may offer access to recreational and water activities, including but not limited to canoes, bicycles, and swimming. Guest fully understands and acknowledges that outdoor recreational and water activities have inherent risks, dangers and hazards. Participation in such activities and/or use of equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. Guest agrees to fully indemnify and hold harmless the Owner and any and all agents, employees, or contractors for any injury or damage caused by these activities, whether caused by the negligence of the Owners, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes foreseeable or unforeseeable. Guest hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the Owners or by any other person. Guest hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Owner and any and all agents, employees, or contractors from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Rental Property facilities, equipment, or activities. Guest further assumes full responsibility for the actions of any and all persons whom he may allow to enter the property during the rental period and indemnifies Owner from any and all claims arising from such other persons.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, Guest has read and agreed to the following:

I understand the rules and rental conditions upon which I am agreeing to rent accommodations, equipment, and use of the property, canoe, kayaks and land. I acknowledge and accept that the sole responsibility for safety lies with the participant. In agreeing to this, I acknowledge that outdoor, mountain, water, and camping activities and exposure to the natural elements and animals can be dangerous and sometimes result in injury and even death. Riverbanks, streams, steps and decks can be slippery, animals and insects can threaten and infect or injure, exposure to the elements can cause hypothermia, sunburn, among other risks inherent in participating in camping, outdoor and water activities. I know that alcohol and/or drugs do not mix safely with any outdoor activity.

I am over the age of 18 and assume responsibility for those in my charge under the age of 18. I hereby assume all legal responsibility for bodily injury to me or to any person on the property as a result of my visit and use, operation or possession of equipment hired or loaned to me. Acknowledging this, I accept complete responsibility for the minor children and myself in my charge and visit the property and equipment and engage in activities or events at my own risk.

I will abide by the rules and accept these rental conditions:

- The property I rent will be returned in the same condition in which it was rented and I will be responsible for all damage and/or loss that occurs during my rental period.
- I agree to hold harmless and to indemnify the Owner of the Rental Property against all loss, damage, expense and penalty on account of personal injury or property damage to the rental dwellers, the undersigned or to any minor child or children in the charge of the undersigned, howsoever rising, whether by act or acts or failure to act of the employees, owners or animals of the said company or property owners or not.
- I acknowledge receipt of the property in good order and condition (if found otherwise per my arrival I will contact Owner immediately) and further agree that the Owner of the Rental Property shall not be liable for consequential damages of any kind or nature from whatever cause arising, whether property or equipment is loaned or rented.
- I enter into agreement freely with the Owner of the Rental Property at my own risk, acknowledging the risks inherent in outdoor and river activities and assume any and all responsibility for the minor children and myself in my charge.
- All parties agree to and will comply with Federal, State and County pollution laws and any other applicable laws and regulations.
- This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the Company and the Guest regarding the rental of the property covered hereby.
- By my signature, I hereby give permission to charge my credit card for the rental fees and those as indicated within this agreement. I agree that all rental monies are refundable per cancellation policy above. I have read my rights to purchase travel insurance.

Each party agrees that all electronic signatures, whether digital or encrypted, of the parties included in the Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of dial-up connection or whether mediated by the worldwide web), by electronic mail in portable document format (.pdf) form, or by any other electronic means intend to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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Exhibit A

RENTAL RULES

1. **Smoking is NOT allowed inside the Condo** Smoking is permitted outside and must be 20 feet from any building.
2. **Use of Property:** The responsible individual renting the property is at least 21 years of age. People other than those in the Guest party set forth above may not stay overnight in the property or use the community pool. The maximum overnight occupancy of this unit is 4 persons.
3. **Noise:** Please be considerate of the other residents in nearby units.
4. Please be respectful of the grounds and buildings.
5. **Quiet Hours** are from **10 PM until 8 AM**. Do not use washers or dryers during these hours. Please avoid running on the stairs and in the upper units at all times.
6. **Excessive Noise** of any kind is **prohibited**, whatever the hour of occasion.
7. All of the units are privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
8. Keep the property and all furnishings in good order,
9. Only use appliances for their intended uses.
10. Gas Barbeques are located around the property for your use and you are asked to clean the grill and surrounding area after use. **No other outdoor cooking is allowed.**
11. Children **are not allowed to play** in the **driveway or parking areas**. No skateboards, rollerblades or motorized scooters are allowed to be used anywhere on the property.
12. **Pets are NOT allowed.**
13. **PARKING PASSES** – Parking is limited to 1 vehicle. The parking pass is located inside the unit. Renters must display parking pass on the rear-view mirror at all times. Failure to display may result in towing of vehicle at renter's expense. Leave the parking passes inside the unit upon departure.
14. There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We provide 1 beach towel for each of the number of occupants on the registration. Please do not allow towels or linens to be taken from the units.
15. Our pool area is very close to living areas so the **Pool Hours** are **8 AM until 10 PM daily**. Glass items are prohibited from the pool area. **Plastic Only**. Clean up when leaving. If **children are not toilet trained**, they **must wear swim diapers**. Persons with **bandages** or **open wounds may not use pool**. Securely close the gate upon entry or exit and abide by all rules posted at the pool.
16. No children under the age of 14 permitted in hot tubs without adult supervision. When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk.
17. **Please remove your shoes before you enter the unit**. Kauai Red Dirt stains the flooring, and may create the need to hire specialty services to clean the flooring.

18. Shoes may be left outside the door; bicycles are allowed to be parked under the stairs. All other items (**toys, strollers, surfing equipment, etc.**) must be **stored in the unit**. Nothing shall be hung on any railings or lanais. Please **do not feed** stray cats, fowls or other **animals**.
19. The sewer system is very effective; however, it will clog up if improper material is flushed. **DO NOT FLUSH anything other than toilet paper**. No feminine products should be flushed at any time. If it is found that feminine products have been flushed and clog the sewer system, **you could be charged damages of up to \$300.00**.
20. Use plenty of **cold water** when running the disposal.
21. **Securely bag, tie and place in containers** provided at the designated trash enclosures nearby. Recycling bins are near the administrative building – corner of Poipu and Pe'e Roads.
22. **Departure time** for the unit is **No later than 10 AM** on checkout day.
 - Leave the beds unmade. No need to strip them.
 - Place Towels in the shower
 - Load the dishwasher and start it.
 - Remove food items in the refrigerator and empty Kitchen Trash and place in trash containers outside.
 - Move all furniture and items back to original locations,
 - Turn off the Air Conditioner in the bedroom and all lights in the home. Ceiling fans should be left on.
 - Return Pool Keys and Parking Pass onto key hooks at entry to kitchen.
 - Close & Lock All Doors and Windows.
23. Report any irregular disturbances or situations to the **Poipu Kai Association Security Patrol Services** immediately at: (808) 645-1700, 24 hours per day.
24. **Emergencies – Call 911 for any Fire or Life Threatening or Police related situation**. The resort patrol services are not a police agency.

Contact Information:

Property Manager
Chris Wright
808-346-1788

On-Island Concierge
Lea Prescott
(808) 652-5391