

Guest Occupancy Agreement & House Rules

(NOTE: Maximum occupancy of the Rental Property is limited to 10 people unless arrangements are made with manager)

DEFINITIONS Below, please find the terms and conditions of this VACATION RENTAL AGREEMENT (this “**Agreement**”). We hope you enjoy your stay.

By signing this Agreement, Guest(s) as designated above in this Agreement (collectively, “**GUEST or Guest or Guest Occupants**”) and Owner of the Rental Property (“**Owner**”) through **Deborah D. Sharp ®** (“**Owner’s Agent or Agent**”) hereby agree to the rental of the Rental Property (the “**Rental Property or Property**”) upon the terms and conditions set forth in this Agreement for use as a private vacation residence.

ADVANCE PAYMENT Occupancy fee - If paying by check, your check must be received on or before 90 days prior to your arrival. Otherwise, if the occupancy fee is not received on or before the due date, your reservation is subject to cancellation and the cancellation fees would apply. The rent deposit is nonrefundable if your reservation is canceled within ninety (90) days of your scheduled arrival.

ALL OCCUPANTS RESPONSIBLE TO ADHERE TO HOUSE RULES By acknowledging this Agreement, each of the occupants is responsible for the payment of the rent and all occupants including occupant’s guests or other persons on the Rental Property are responsible for the performance of this agreement, including without limitation, adherence to the rules contained herein, and any other rules relating to the use and occupancy of the Rental Property received from Owner or Owner’s Agent. **In particular, each adult is responsible for all minors and must make sure they abide by the house rules.** These terms and conditions are applicable at all times during your occupancy. Failure to observe or perform these agreed upon terms and conditions shall constitute default and the Owner’s managing agent shall have the right to demand immediate dismissal of all Occupants and upon such demand, all monies paid by or on behalf of the Occupants shall be retained by Owner and Owner shall have the right to take all action necessary to recover monetary compensation for any and all damages not covered by said funds.

RENTAL PROPERTY Locked areas within the Rental Property for which Guest is not provided a key or a code, the attic spaces, yard maintenance items such as lawn mowers and tools, and pool equipment room areas are not included as part of the Rental Property covered by this Rental Agreement and are off-limits to the Guest; Guest will be charged for any damage to and/or items missing from these areas.

CONSERVATION OF UTILITIES All occupants must use due care in conserving the utilities. The water shall not be left running for an unreasonable length of time and care will be taken in turning off the lights and electrical devices. At no time will the occupants have the windows or doors open while operating the air conditioning. Any utility expense over and above the normal and average amount shall be billed to the Guest Occupant. The average utility bill would be determined by a 3 month average when fully occupied. Air conditioning thermostats should not be set below 75 degrees.

DISCLOSURE OF FIRE HAZARDS & PROHIBITION AGAINST EXPLOSIVES AND OPEN FIRES The Guest Occupant hereby acknowledges that the subject property is in a fire hazard area and that all occupants and all others on the Rental Property must use due care in handling any and all flammable substances. Moreover, no explosives shall be allowed on the property, including without limitation, fireworks. Additionally, no open fires are permitted on the property.

TILE SURFACES Guest acknowledges and agrees that the Rental Property contains many tiled or sealed surfaces which are inherently slippery, increasingly so when wet from rain or other forms of moisture or dirt.

POOL ROOM TRELLIS Guest, occupants, and all others agree not to be on the pool room trellis.

GUEST RESPONSIBILITIES Occupants agree to keep the Rental Property in clean, neat, safe and good order and pay for any damages caused by misuse or neglect. Any defect in the Rental Property should be promptly reported to the Owner’s managing agent. Occupants agree to leave the Rental Property in clean and neat condition upon vacating. Any excessive cleaning expense necessary above and beyond the average, normal cleaning effort will be charged to the Guest Occupant. Guest shall redeliver the Rental Property, amenities, furniture, appliances and any other applicable aspects of the Rental Property, in as good condition as delivered to Guest on the Check-In Date. Reasonable wear and tear from use and obsolescence to the Rental Property shall be accepted, provided that Guest complies with the clean-up procedures.

PEST CONTROL The Owner retains the services of a professional pest control company for the purpose of maintaining pest control in and around the premises on a regular basis. However, we are in the “Tropics” and pests can be resistant to complete eradication. Several of the luxury hotels on the Big Island have “bug spray” available to their guests, as do we. We cannot guaranty complete control over Mother Nature’s pests and will not issue any refunds due to sightings or interactions with pests. Keep all doors or screens closed, so pests do not enter.

LONG DISTANCE TELEPHONE The Guest Occupant agrees not to charge long distance phone charges to the house telephone. The security deposit will be retained until the phone bills have been received, which is up to 30 days, in order to verify that no charges have been incurred during the Guest Occupant's stay. If long distance charges are incurred during the Occupant's stay, said charges will be deducted from the security deposit together with a \$30 handling fee.

MAXIMUM OCCUPANCY The maximum number of people allowed to occupy the premises at any one time is stated on your confirmation and this includes children. In no event shall the Rental Property be occupied by individuals other than the occupants designated on this Agreement. Occupants other than those listed are not permitted. If there are additional occupants, then Guest shall incur additional charges and the occupancy of Guest and all other occupants may immediately be terminated, at the discretion of Owner or Owner's Agent.

NO ALTERATIONS Guests are not allowed to make any holes in the walls, floors or ceilings or use any adhesives, or like items. Guests are not allowed to alter any structures, the grounds, or other elements of the Rental Property.

NO DISTURBANCES, NO PARTIES Guests are not allowed to disturb others, or keep the neighbors from enjoying their premises or any common facilities, at any time. You are not allowed to play loud music, loud instruments, or cause any type of loud or offensive sounds, including loud voices and swearing. No parties or similar are allowed. **Quiet time is from 10 PM to 8 AM.**

NO PETS OR ANIMALS Pets or animals are **not** allowed. Pets and animals include all living things which are not human. Pet rocks are O.K.

NO SMOKING IN THE BUILDINGS This is a "nonsmoking" rental. Smoking is not allowed inside the house, the Ohana cottage or on any lanai. Please respect the owners by abiding by this rule. If you smoke in the yard, please do not throw your cigarette butts into the yard. Any violation of this rule will be subject to forfeiting the entire security deposit. Additionally, do not throw cigarette butts out on the ranch land. This is an extremely dry grassland area subject to wild fires.

OWNER'S RESPONSIBILITIES Owner shall pay for water, electricity, propane and cable. Any housekeeping services requested, shall be at the expense of the Guest Occupant.

THE POOL All occupants, guests, and others on the property are aware and accept that the Rental Property contains many unfenced and unmonitored water features including but not limited to a swimming pool, spa, koi ponds, a waterfall feature, and other means of containing water, (collectively, the "Pool"). Guest assumes any and all liability and responsibility for watching and supervising any and all children in the area of the Pool or on the Property and hereby waves any and all rights and remedies it may have against the Owner as a result of any injury or death that may occur to the children or legal guardians of Guest or to Guest Occupants or others who are on the Property in connection with the use of the Pool or the Property by Guest or any persons in Guest's party or others who are on the Property, and releases Owner from any and all liability regarding the same.

POOL CARE the pool sweep vacuum equipment must stay in the pool and not be removed. The pool sweep is set on a daily timer to run and must be kept on the schedule in order to keep the pool properly clean and safe to swim in. Additionally, no alterations to the pool, spa, or Koi pond controls or settings are allowed. There will be a minimum \$500 fee charged if the pool sweep is removed or the pool system damaged or controls changed during your stay. Koi feeding time is around 10AM. Guests will not stand near the pond when feeding occurs because the fish get scared and won't eat. No climbing, playing or throwing anything in the Koi ponds. No feeding the fish.

REFUSE DISPOSAL All trash and refuse must be bagged and deposited into the refuse containers provided on the premises. There will be a fee charged if trash is not bagged or left in the house upon departure. Garbage man doesn't pick up trash if it's not in a bag!

LOST KEYS -There is a \$50.00 charge for replacement of lost keys. \$100.00 for a Kohala Ranch guest pass or a garage door opener.

SECURITY DEPOSIT The amount of your security deposit is shown on your confirmation. This security deposit may be paid, by a check payable to "Leilani Properties", in the amount of \$3000. The security deposit is a guaranty and authorization for repairs, extra cleaning, high utility bills, missing items, or other damages caused by Guest, Guest Occupants or others on the property.

SUPERVISION OF CHILDREN This Property IS NOT "Child Proof." All adult Occupants shall be responsible for the actions of all children on the Property or while using any elements of the Rental Property. The Guest Occupant is jointly and solely responsible for the actions of any and all children on the property. The Owner and the Owner's managing agent accept no responsibility and or liability with respect to any minors using the Rental Property

NOISE Owner is not responsible for any offsite construction or regular maintenance noise or any similar inconvenience that may occur during Guest's occupancy and no refunds will be given on account of such activities.

THIS AGREEMENT IS NOT ASSIGNABLE The Guest Occupant may not sublet, or let anyone else other than their registered guests occupy the premises. This agreement in whole or in part is not assignable. Any assignment, sub-letting or license without the prior written consent of Owner may result in termination of this Agreement, at Owner's election.

USE OF PROPERTY You may use the Rental Property only as a provided herein and as a place to vacation and shall not use the Property for any improper purpose, unlawful, illegal or business (profitable, charitable, or otherwise) activity.

RIGHT TO ENTER Guest acknowledges and grants specific permission to Owner's Agent, but not limited to Owner's Agent, to enter the premises at any time for inspection purposes should Owner's Agent reasonably believe that Guest is causing or has caused any damage to the Rental Property. Guest agrees and acknowledges that housekeeping, maintenance, property managers and facilities employees may enter the Rental Property for necessary cleaning, maintenance, repairs, plant care and other reasonable purposes.

OWNERS AND MANAGER TO BE HELD HARMLESS The Owner and the Owner's managing agent accept no liability and provide no insurance for any claims whatsoever arising out of the Guest occupancy or that of their guests, invites and/or licensees, or other individuals, using or on the Rental Property. The Guest Occupant hereby agrees to indemnify, defend and hold harmless the Owner and the Owner's Agent for any and all claims, damages, losses, judgments, compromise settlements, penalties, costs, charges and expenses, including reasonable attorney fees arising out of the guest occupancy or that of their guests, invites, and/or licensees, or other individuals using or on the Rental Property. Including without limitation any accident, injury, death or damages to any persons or property occurring in, on, with, or about the subject property or any part thereof.

WHEN AND HOW LONG YOU MAY OCCUPY Your occupancy will commence on the CHECK-IN DATE and terminate on the CHECK-OUT DATE. CHECK-IN TIME is 3:00 PM and CHECK-OUT TIME is 11:00 AM. If these times do not fit your schedule, please let us know in advance, so that other arrangements can be made, **if possible**. Stays later than check out time of 11:00 AM must be approved. Bookings are often "back-to-back" and the check-out time is critical in order to allow sufficient cleaning of the Rental Property before the next arrival. Thank you for your cooperation!

TERMINATION OF AGREEMENT Owner's Agent may terminate this Agreement upon the breach of any of the terms hereof by Guest, guest occupants, or any others. Guest shall not be entitled to the return of any of the Rental Payment under the terms of this Agreement and shall immediately vacate the Rental Property.

NO WAIVER Any failure by Owner's Agent or Owner through Owner's Agent to insist upon the strict performance by Occupants of any terms and provisions of this Agreement shall not be deemed to be a waiver of any terms and provisions hereof, and Owner's Agent or Owner through Owner's Agent, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Occupants of any and all of the terms and provisions of this Agreement.

SURVIVAL CLAUSE The rights and obligations under this Agreement which by their nature should survive, including, but not limited to any and all payment obligations invoiced prior to the termination or expiration of this Agreement, indemnities, agreements and representations, will remain in effect after termination or expiration hereof.

SEVERABILITY Guest understands and agrees that the provisions of this Agreement shall be deemed independent and severable, and the invalidity or unenforceability of any one provision or portion of a provision shall not affect the validity or enforceability of the remainder of the Agreement.

FORCE MAJEURE If either party is unable to perform due to an act of God (force majeure) such party shall be excused from any further performance under this Agreement. In the event Owner is unable to make the Rental Property available due to Force Majeure, or other situation that renders the home uninhabitable, then Occupants agree that Owner's and Owner's Agent's sole liability as a result of this unavailability is to provide a pro rata refund of rental monies and Occupants expressly acknowledge that in no event shall Owner or Owner's Agent be held liable for any special or consequential damages, which result from the Rental Property's unavailability.

SECTION HEADINGS The headings of sections herein are inserted only for convenience and shall in no way define, describe, or limit the scope or intent of any provisions of this Agreement.

ENTIRE AGREEMENT This Agreement contains the entire agreement between the Parties hereto with respect to the transaction contemplated hereby and supersedes all previous negotiations, commitments, writings and understandings. This Agreement may not be amended, modified, extended or supplemented except by written instrument executed by Owner, Owner's Agent and Guest. Neither Owner nor Owner's Agent has made any representation or warranty to Guest except as herein expressly set forth.

AGREEMENT TO THE TERMS AND CONDITIONS, THE GUEST OCCUPANT ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTAND AND AGREE TO ALL THE TERMS, CONDITIONS, AND INTENT OF THIS OCCUPANCY AGREEMENT AND THE HOUSE RULES CONTAINED HEREIN AND FURTHER ACKNOWLEDGE RECEIPT OF A COMPLETED COPY HEREOF. ANY VIOLATION OF THESE RULES IS CAUSE FOR COMPLETE FORFEITURE OF ANY DEPOSITED FUNDS.

