

Aloha Kai Properties LLC ®
HOUSE RULES & OCCUPANCY AGREEMENT
Must be signed upon arrival

HOUSE RULES – COMPLIANCE is required. Non-adherence to these agreed to House Rules could result in forfeiture of your security deposit and eviction.

ALL OCCUPANTS RESPONSIBLE. - Each of the OCCUPANTS are responsible for the payment of the rent and for the performance of this agreement, including without limitation, adherence to the rules contained herein, and their guests. Each adult is responsible for all minors and must make sure they abide by the house rules. 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.

ENERGY CONSERVATION - Use due care in conserving the utilities. The water shall not be left running. Please turn off lights and AC when you leave the unit. Do not leave the windows or doors open while operating the air conditioning. If the electric bill is over the average KWH per day for the previous 2 months of occupancy, you could be liable for additional charges for the AC. You must not turn the thermostat down below the suggested temperature for that unit.

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 occupants 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, and candles are not allowed.

MAINTENANCE ISSUES DURING YOUR STAY Our vacation rentals are our owner's personal homes and condos. They are generous enough to offer their private residences in paradise to travelers. There may be a maintenance issue that we are not aware of, or something may break during your stay. We will do our best to correct the problem within 2 business days (1 business day if possible), because in Hawaii there are very limited services on the weekend. No refunds will be issued for maintenance issues which are not reported to us during your stay. Any refunds must be authorized by the owner, so there are no guarantees. Please understand that we repair everything that the housekeepers and guests report to us on a consistent basis.

LOCK BOX KEY – must be in the lockbox at all times so that we can take care of emergency repairs or other issues. You will be charged \$50 for not returning the key to the lockbox.

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.

INSECT CONTROL The owner retains the services of a professional pest control company for the purpose of maintaining insect control in and around the premises, on a regular basis. However, we are in the "Tropics" and insects 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 insects and will not issue any refunds due to the sighting of insects or mice, but we will call the pest control service to handle the issue. **PLEASE KEEP SCREENS AND DOORS TIGHTLY CLOSED TO PREVENT PESTS FROM ENTERING THE HOME.** We cannot stop the insects and mice from entering the home if the doors are open.

MAXIMUM OCCUPANCY The maximum number of people (including children) allowed to occupy the premises is shown on the reservation and confirmation. The day rate is determined by the number of occupants and any increase in the number of occupants is to be communicated to the Manager, which will result in an increase in the rental amount owed by Guest.

NO ALTERATIONS -You are not allowed to make any holes in the walls, floors or ceilings or use any adhesives, or like items.

NO DISTURBANCES, NO PARTIES -You 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. No parties are allowed or large gatherings are allowed without written permission from Manager. Violation will be subject to forfeiture of the security deposit. Quiet time is 10 PM to 8 AM Any party or event must be agreed to in writing.

NO PETS OR ANIMALS No pets or animals are not allowed. Pets and animals include, but are not limited to birds, fish, guinea pigs, cats, rats, rabbits, mice and dogs.

NO SMOKING -This is a "nonsmoking" rental. No smoking is allowed ON THE PROPERTY. You must have written permission to smoke on lanai or outside. Violation of this rule is cause for immediate eviction and the full security deposit will be forfeited.

POOL CARE the Pool sweep 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. There will be a minimum \$500 fee charged if the pool sweep is removed or damaged during your stay.

TENNIS COURT - the tennis court was just resurfaced. ANY SHOES WITH BLACK SOLES ARE STRICTLY PROHIBITED. Please wear your sandals down to the court and put your tennis shoes on down at the court, so that we don't track dirty foot prints on to the court. You may also wipe the soles of your feet with a rag prior to entering the court. Any extra cleaning needed on the court will be charged to the guest security deposit.

WIFI - All of our homes have Wifi, however, we are in the middle of the Pacific Ocean and there are outages due to weather or other conditions outside of our control. The manager does not offer technical support, however, we will do our best to help you. If your profession requires Internet while you stay with us, we suggest that you bring your personal hot spot to be sure of uninterrupted service. (AT&T and Verizon have the strongest signal)

OWNER'S RESPONSIBILITIES - Owner shall pay for normal and customary usage of water, electricity and cable. Any housekeeping services requested, shall be at the expense of the GUEST at the rate of \$35 per hr/3 hr minimum. If there is AC in the unit, use of air conditioning should be used conservatively. If the windows or doors are left open or there is a high KWH per day used over the normal KWH per day average, will reserve the right to charge your deposit for high electricity use. Hawaii has the most expensive rates in the nation.

OWNERS AND MANAGER TO BE HELD HARMLESS The owner and the owner's managing agent accept no liability for any claims whatsoever arising out of the guest occupancy. GUEST hereby agrees to indemnify, defend and hold harmless the owner and the owner's agent for any and all claims, damages, losses, **INCLUDING WITHOUT LIMITATION, ANY ACCIDENT, INJURY OR DAMAGES TO ANY PERSON OR PROPERTY OCCURRING IN, ON, OR ABOUT THE SUBJECT PROPERTY OR ANY PART THEREOF ON PROPERTY, BEACH, POOL OR BODY OF WATER ADJACENT THERETO AND USE IN CONNECTION THEREWITH. BE CAREFUL DURING HIGH SURF!** If there is water sports gear or bicycles on the property AND you are permitted to use them, the Owner and the Manager have no liability, see above. Ocean conditions can be dangerous, high winds and high surf and high tides are cause to be cautious and enter at your own risk.

REFUSE DISPOSAL All trash must be emptied into the refuse containers provided on the premises. There will be a disposal fee if trash is left in the unit.

SECURITY DEPOSIT - The security deposit is by way of check or damage insurance (available for \$59-\$99) This is for repairs, missing items, or any damages and includes excessive cleaning costs. Deductions from deposit can be for utility bills which exceed **normal** (average of 3 months) for electricity or propane or water use. Please leave the unit **neat and tidy**, remove trash and wash your dishes. You will be charged by the hour if the property requires extra cleaning time over the customary time to clean it. It will be deducted from the security deposit or damage insurance.

SUPERVISION OF CHILDREN Adults shall be responsible for the actions of children under their care and control. The GUEST is solely responsible for the actions of any and all minors (under 18 years of age) on the property. The owner and the owner's managing agent accept no responsibility and or liability with respect to said minors, including the hazards associated with access to the ocean or the swimming pool on the premises. **BE CAREFUL DURING HIGH SURF!** If there is water sports gear or bicycles on the property AND you are permitted to use them, the Owner and the Manager have no liability, see above. Ocean conditions can be dangerous, high winds and high surf and high tides are cause to be cautious and enter at your own risk.

USE OF PROPERTY - You may use the premises only as a provided herein and as a place to vacation and shall not be used it for any unlawful, improper purpose or illegal activity.

PERSONAL ITEMS - The manager is not responsible for lost personal items. Please check the unit carefully before departure. Mailing of personal items will be \$50 plus postage fee.

THIS AGREEMENT IS NOT ASSIGNABLE - The GUEST OCCUPANT may not sublet, or let anyone else other than their registered family and guests occupy the premises.

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. You will be charged for an additional day if not approved for a late check out. Our housekeepers are on a tight schedule to prepare for the next arrival.**

CHECK-OUT PROCEDURES- Please leave the home neat and tidy. Lock all the doors and leave the keys on the kitchen counter. Make sure lockbox key is present. Close all windows and louvers. Take trash to the garage trash cans. All trash must be in bags. Wash all dishes. Strip the beds and leave dirty linens in a pile, except for damp items. Turn off all lights, fans and air conditioning

Agreed & Accepted: _____

Date: _____