

Hotel Suite At Hanalei Bay Resort 4221

ResortHanaleiBay@gmail.com

RENTAL TERMS & CONDITIONS AGREEMENT

Property: Hanalei Bay Resort - Hotel Suite #4221
Property Address: 5380 Honoiki Road, #G21 Princeville, HI 96722
Occupancy Date: ___/___/202__ 4PM HST TO ___/___/202__ 10 AM HST

Name of Reservation:
Home Address:

Email Address:	Phone Number:
Number of Adults: (Guest max 3)	Number of Children: (Guest max 3)
Name of Adult 1: Traveling Contact #	Name of Minor 1: Age of Minor 1:
Name of Adult 2: Traveling Contact #	Name of Minor 2: Age of Minor 2:
Flight Arrival Time:	
Pack & Play <input type="checkbox"/> No <input type="checkbox"/> Yes	

Please send a copy of credit card for direct bookings, each adult's State or Country Identification or Passport, along with the initialed/signed Terms & Conditions Agreement

BY PROVIDING PAYMENT FOR THIS RESERVATION, BY DEFAULT AND PRINCIPLE, GUESTS AGREE TO ALL TERMS AND CONDITIONS SET FORTH WITHIN THIS AGREEMENT AND ARE BOUND TO THEM FORWITH, REGARDLESS OF THE ABSENCE OF PHYSICAL SIGNATURES ON THIS AGREEMENT.

THE FOLLOWING TERMS & CONDITIONS ARE HEREBY ATTACHED TO YOUR RESERVATION AGREEMENT AND MUST BE COMPLETED AND RETURNED TO THE OWNER, THIS IS A LEGAL DOCUMENT GOVERNED BY THE LAWS OF THE STATE OF HAWAII AND SHOULD BE READ CAREFULLY.

RESERVATION

Guests acknowledge, understand, and agree that when guest(s) provide the owner with payment information (credit card, check, cash, cashiers check or any similar form of remuneration) guests are committing to reserve a private residence exclusively and entering a binding commitment with compensation to the owner. Owner or owner's agent are authorized to charge said credit card for the total amount agreed upon and guests have authorization to occupy the premises exclusively for the duration confirmed on the reservation while bound to the conditions of the agreement herein. Cancellation Policy will govern any cancellation, rescheduling, or change after the initial payment has occurred.

OCCUPANCY RATES

Rates and minimum stay requirements may vary. Owner reserves the right to change any rates quoted prior to issuing a Reservation Confirmation. Rates are quoted based on minimum stay requirements. All rates quoted are in USD.

OCCUPANCY

Additional guests are strictly prohibited without prior approval. Additional guests not documented on your reservation but within the legal limit are automatically billed to your credit card on file an additional \$50USD/night plus tax per guest for cleaning and linens.

Maximum of 3 guests, with a maximum of 2 adults allowed. If you are found to exceed the maximum declared occupancy of the premise, it will be considered a breach of contract and may result in unsafe, unsanitary and illegal conditions, warranting immediate eviction and possible legal recourse with no refund.

Guests are a licensee of the owner and not a tenant. Occupying the property in no way constitutes acquiring of interest in the property. Owner reserves the right to refuse service to anyone. All properties are rented without regard to race, color, religion, sex, national origin, physical disabilities, or any other legally protected class.

FEATURES, AMENITIES & CONDITION

A standard supply of linens is provided in each property that supports the maximum occupancy. Bed linen and bath towels are not changed during your stay. The startup supply of complimentary consumables are not replenished during stay, however, housekeeping service and other cleaning arrangements are available for an additional charge.

Guests confirm they have read the text and viewed all pictures of said premise in the listing available at <https://www.RoyalPineappleVacation.com>. Guests agree the view, furnishings, layout, and conditions of said premise are to their satisfaction as documented. Guests agree the condition and availability of common area elements and amenities, for guest use, are not guaranteed by the owner. No refunds are given for dissatisfaction of view, furnishings, layout, access, or conditions of premise.

Guest agrees ingress and egress to and from the said premise may involve multiple staircases, elevators, paths, walkways, and driveways for which the owner cannot warrant the condition of such access ways.

MANDATORY ACCIDENTAL DAMAGE FEE

A \$59USD fee plus tax is collected per reservation to offset any accidental damage up to \$350USD (broken plates, missing utensils, scuffed walls, etc). If more than \$350USD in

damages are assessed, then the additional amount will be charged to the credit card on file. Guest will be notified by email. All damages must be reported immediately. The accidental damage fee does not cover any intentional damages or stolen items. Any damages or stolen items deemed intentional by the owner, police report, or by insurance will be billed directly to guests and charged to the credit card on file. Guests will be notified by email.

RESORT AND CHECK-IN FEE

A one time check-in fee of \$50 plus tax must be paid directly to the resort upon check-in. A \$25USD/night resort fee and \$20USD/night parking/valet fee plus tax must be paid directly to the resort upon check-in. Fees are subject to change at the resort's discretion.

PARKING

Included in the resort fee is one (1) parking pass for access to the parking lot. This pass should be left in the vehicle and displayed on the rear-view mirror or dashboard of the vehicle.

TAX

The State of Hawaii mandates a total tax of 17.962% (Transient tax of 13.25%, Excise tax of 4.1885%, and Kauai County tax of 0.5235%) to be paid on all transient accommodations.

CHECKIN & CHECKOUT

Check-in time is 4pm and Check-out time is 10am. Early Check-in or Late Check-outs need prior approval and incur a \$35USD fee plus tax. Reasonable efforts are used to have the Premises ready for Guest occupancy by 4pm, but the exact time of Property readiness cannot be guaranteed. Check-out is strictly enforced in order to have adequate time to prepare the property for the next guest. Upon checking out, guests must follow the checkout procedures documented in your Departure Checklist. Guests that do not vacate the rental property and return the keys by the stated/contractual checkout time or return to the rental property without prior written approval, will be charged \$100USD plus tax for each half hour increment that guests and/or their belongings are still occupying the unit.

DEPOSIT & RESERVATIONS

Direct Bookings: Reservations are only confirmed upon receipt of a 25% deposit, guest information, copies of each guest's ID, DL, or passport, along with signed terms and conditions. Receipt of the remaining balance is due 60 days prior to arrival. Failure to pay the remaining balance by the due date is subject to cancellation and forfeiture of the deposit. Reservations made within 60 days prior to arrival must be paid in full at the time of booking.

We do not accept payments at Check-in.

VRBO & 3rd Party Platform Bookings: 25% deposit is due upon making the reservation. Guest information, copies of each guest's ID, DL, or passport, along with signed terms and conditions are due within 3 days of making the reservation. Receipt of the remaining balance is due 60 days prior to arrival. Reservations made within 60 days prior to arrival must be paid in full at the time of booking.

REVISIONS

After confirmation is issued, any revisions to the "Terms and Conditions Agreement" are subject to owner's approval and must be in writing.

RESERVATION REVIEW

Guests agrees to grant Agent 'Right to Rescind or Counteroffer' period of 48 hours, commencing at reservation execution, to confirm, as solely determined by the owner 1) subject

property is available for the contracted reservation dates 2) terms of the reservation, including but not limited to dates of occupancy, number of occupants, nightly rate, associated fees and costs, incentives, discounts, and promotional programs are acceptable to the owner 3) legislative or regulatory mandates regarding the reservation terms are not violated, 4) all terms of the reservation comply with all reservation review guidelines. Guests agree in such event the reservation terms are rescinded and/or counter offered within the 48 hour Right to Rescind or Counteroffer period that the owner shall provide to guests 1) full refund of any monies received in exchange for cancellation of lease agreement, or 2) a counteroffer of reservation terms (if available) for which guests may accept or deny. In the event the Right to Rescind or Counteroffer clause is enacted, guests agree not to hold the Agent responsible for any financial or material losses whatsoever as a result of any cancellation or modification of terms and to receive notification of such event by email message.

CANCELLATION POLICY

THE PURCHASE OF CFAR (CANCEL FOR ANY REASON) TRAVEL INSURANCE (TI) at the time of booking, to protect against financial loss (forfeited deposits/payments) from unforeseen conditions that lead to trip cancellations is HIGHLY RECOMMENDED AND ADVISED. By choosing not to acquire travel insurance, guests agree they are choosing to self-insure and are not entitled to any refund regardless of any cancellation reason.

Guests are reserving in advance and committing to occupying a private residence exclusively with a binding commitment to compensate the owner while eliminating the opportunity for other potential guests to book the property for the same reserved period.

To receive a full refund, less any processing fees, cancellations must be acknowledged and in writing prior to 60 days of arrival. Cancellations through VRBO or other 3rd Party platforms must be done directly through the VRBO or other 3rd Party platform prior to 60 days of arrival.

Any cancellation made within 60 days of check-in may result in forfeiture of all monies paid. (Direct Bookings only - Owners will make every attempt to rebook the property. Should the owner succeed in rebooking the property, the dates rebooked will be refunded less a 30% cancellation fee and less any credit card processing fee paid during booking, if paid by any payment gateways.) NO EXCEPTIONS.

FAILURE TO PAY THE BALANCE DUE WITHIN THE 60 DAY PERIOD PRIOR TO ARRIVAL MAY RESULT IN CANCELLATION BY THE OWNER & FORFEITURE OF ALL MONIES PAID.

REFUND POLICY

There will be no refunds or compensation for events outside of owner's control INCLUDING, BUT NOT LIMITED TO: Acts of God, Mother Nature, nature itself, wildlife, domesticated life, inclement weather, pandemics, acts of war or government agencies, road maintenance, gas shortages, power outages or water outages, construction or maintenance work in the vicinity, equipment failures, system failures, road conditions, rain, fire or wind, fear of the unknown, fear of traveling to or from premises, fear for personal safety, proximity to other dwellings, business closures and area event schedule changes. In addition, there will be No refunds or compensation given to unused Options purchased including but not limited to; unused concierge items, unused or malfunctioning rented equipment, unused rental furnishings, etc.

THE PURCHASE OF TRAVEL INSURANCE (TI) at the time of your booking is HIGHLY RECOMMENDED AND ADVISED.

PAYMENT TERMS

All payments received from VRBO, as well as card/e-check payments paid directly to owner via Paypal, will incur a 3.5% surcharge fee for US credit cards or a 5% surcharge fee for international credit cards. Guests acknowledge and agree to pay this additional processing fee if the reservation request is accepted.

A credit card is required to be on file as a guarantee. Guests accept all liability for any damage beyond normal wear and tear during the term of this agreement. If guest fails to do so guest understands that these costs will be charged to guest's credit card and all credit card sales are final. Owner is not required to notify guest when charging credit card for damages or other charges as applicable under the terms of this agreement. Guests providing credit card information warrants they are an authorized user of the credit card. Guest agrees he/she has read all the Terms & Conditions of this agreement. Guests also agree that the credit card will be charged for any damage/cleaning expenses incurred in addition to the invoiced charges at time of booking. Guests will be notified by email.

For each and every declined/returned payment a \$50 returned payment fee will be charged. Attempted chargebacks, prior to a guest's stay, automatically cancels the reservation, regardless of the outcome of the chargeback. Guests agree that if a chargeback is attempted, no refund will be issued regardless of the outcome of the chargeback.

VIOLATION OF AGREEMENT

A material breach of this agreement by guests, which, in the sole determination of the owner, results in damage to the said premises, personal injury to guests or others, a breach of the peace, a nuisance to others, or a violation of criminal law or local code, shall be grounds for termination of guest's occupancy. Violation of any of the rules contained herein will result in IMMEDIATE EVICTION with NO REFUNDS OR REBATES. If the occupancy created hereunder is for 30 days or less, any expedited eviction procedures set forth in the applicable laws of the State of Hawaii shall apply guest(s) may be evicted under such procedures if guest(s): (i) hold over in possession after guest(s) occupancy has expired; (ii) commit a material breach of any provision of this agreement that according to its terms would result in the termination of guest(s) occupancy; or (iii) have obtained possession of the said premises by fraud or misrepresentation. Any reservation made under false pretenses will result in forfeiture of advance payments and the party will not be permitted to check-in.

DISPUTES

This agreement shall be governed by and interpreted in accordance with the laws of the State of Hawaii and be treated as though it were executed in the County of Kauai, State of Hawaii. Any action relating to this agreement shall be instituted and prosecuted only in the County of Kauai, State of Hawaii. Guests specifically consent to such jurisdiction and to extraterritorial service of process.

RIGHT OF ENTRY

Owner reserves the right to have an agent of the owner enter property at any time to investigate disturbances, check occupancy, check for damages, spray for pests, make repairs, alterations, and improvements, as the owner deems necessary.

CONDITIONS OF RENTAL

<p>_____</p> <p>(initial)</p>	<p>This is a NON-SMOKING and a NO-PET unit and any smoking is strictly prohibited in and around the property. Any disregard to this condition is subject to a minimum charge of \$2,500USD for damages. The unit is inspected after each and every guest check-out and any smell or remnants of smoking or pet odor is immediately reported.</p>
<p>_____</p> <p>(initial)</p>	<p>The purchase of Travel Insurance (TI) is HIGHLY RECOMMENDED to protect against loss from any of unforeseen conditions prior to arrival, while on route, while on premises and while returning home.</p>
<p>_____</p> <p>(initial)</p>	<p>Guests shall be responsible to return all pool towels, parking passes and inventory upon departure.</p>
<p>_____</p> <p>(initial)</p>	<p>The property shall be in the same condition upon check-out as at check-in, other than normal usage that would be expected for a typical check-out cleaning. Damage or the need for additional cleaning may result in additional charges to be incurred.</p>
<p>_____</p> <p>(initial)</p>	<p>Any Damage/Defect of the property or items in the property at the time of arrival are to be reported to the owner on the day of arrival.</p> <p>Guests will notify owner of accidental broken appliances, dishes, spilled wine on carpet or other carpet staining that occurs during stay before check-out. Time is of the essence for insurance claims and removing stains.</p>
<p>_____</p> <p>(initial)</p>	<p>If any items in the condo stop working during a guest stay, owner will do their best to repair but due to limitations in availability of parts and arranging for service providers, it is possible that repairs may not be made quickly. Owner will NOT refund or issue any credit for any delay in repairs.</p>
<p>_____</p> <p>(initial)</p>	<p>Guests shall be liable for all acts of their family, friends, employees, and any other invitee otherwise, on the property during the rental period. Occupancy and use of premises shall not be such as to disturb or offend neighbors or residents by means of including but not limited to; parties, excessive noise and/or obnoxious behavior.</p>
<p>_____</p> <p>(initial)</p>	<p>Guests understand that there are certain risks inherent to persons and property located adjacent to the ocean, as well as at the pool, gym, spa, or Jacuzzi. Guests and other permitted persons shall, under all circumstances, use the pool, gym, spa, or jacuzzi (where applicable) at their own risk. Further, use of boogie boards and/or other beach equipment is voluntary. By use of the same, guest and other permitted persons assume all risks of such use and agree to indemnify and hold Owner harmless from all liability for any injury/death associated with the use of said equipment</p>
<p>_____</p> <p>(initial)</p>	<p>Guests understand that Owner cannot guarantee that adjacent properties will be free from disturbances and/or not be under construction, being repaired or maintained in any way, or that Hawaii state construction projects will not be in progress around the rental unit or property.</p>

_____ (initial)	Construction on or adjacent properties or construction conducted by the State is not reason for termination of this agreement, nor is it a reason for refund of any monies to guest
_____ (initial)	Pest control treatments are scheduled every quarter and as needed by the resort. Guests agree to allow the pest control technician into the condo for treatment.
_____ (initial)	<p>LIABILITY</p> <p>Guests accept full responsibility associated with the occupancy of this property and agree to hold the property Owner harmless for any and all accidents, injuries, or death. Under no circumstances shall the Owner be responsible for any loss, damages, claim, or injury, whether incurred directly, indirectly, consequently of otherwise, in law or equity, as a result of rendering of services or accommodations as described or substituted; and, including without restricting the generality of the foregoing as a result of any delay(s), substitution(s), rescheduling(s), or change(s), in the provision of services or accommodations provided. If services or accommodations are substituted for any reasons, including the sale of a property, owner and their property manager agree to act in good faith at all times, and reserves the right to substitute accommodations with a type comparable to those contracted at the time of confirmation.</p>

ACKNOWLEDGEMENT:

I/We, the undersigned, hereby warrant that I/We have read, understand, and agree to the above Terms & Conditions, and I/We agree to abide by Owner's restrictions of use of said property.

I/We, the undersigned, agree and accept the terms of the agreement and to the Itinerary, Payment Schedule, Charges, Unit amenities as listed.

I/We hereby give permission to charge my credit card or debit my checking account electronically (ACH) for the agreed amount, and to hold and charge my credit card for any additional damages/cleaning charges incurred.

I/We agree to the cancellation policy, and understand that all monies are non-refundable for cancellations within 60 days of arrival. I/We have read my rights to acquire travel insurance. By choosing not to purchase insurance, I/we agree that I/we will self-insure and are not entitled to any refund regardless of any cancellation reason.

By Signing Below, I agree to all terms and conditions of this agreement.

Signature of Adult 1

Date

Signature of Adult 2

Date