

Booking Confirmation

Dear Guest,

Thank you for choosing our home for your vacation. We hope that you have a pleasant stay.

The property is located at:

2371 Ho'ohu Rd. #601
Koloa, Hawaii, 96756
Manager Phone: (951) 527-7368

Your confirmation is as follows:

Check-in date: _____ after 3pm HST (No early check-in / check-out please)

Check-out date: _____ by 10am HST

Number of adults: _____ Number of children: _____

Accidental Damage Protection policy \$ 69.00 is due immediately.

Your Refundable Security Deposit of \$ 370.00 is due immediately.

Rental rate and fees are as follows:

\$ _____ per night x _____ nights = \$ _____

Cleaning fee \$ 175.00

Accidental Damage Policy \$ 69.00

Refundable Security Deposit \$ _____

State Tax \$ _____

Less deposit (Prepayment) \$(_____)

TOTAL Due \$ _____

The total payment is due on or before _____.

Please sign and return the attached rental agreement. As soon as I receive your full payment, I will provide instructions for entry to the property by email.

Mahalo, and have a great vacation!

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the “*Agreement*”) is made by and between The Linda D. Hatfield Family Trust (“*Homeowner*”) and _____ (“*Guest*”) as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property. The property is located at:
2371 Ho'ohu Road #601 Koloa, Hawaii 96756

The property is furnished and includes:

Appliances: Refrigerator, Oven, Stove, Microwave, Dishwasher, Coffee Maker, Toaster, Blender, Rice Cooker, Mixer, Crock Pot, Pots & Pans, Cooking Utensils, 4ea. Dish Towels, Pot Holders, Mixing Bowls, Tupperware food containers,

Tableware: 8 Piece Set Flatware, 8 Piece Set Dishes, Bowls, Side plates, Glassware, Cups, Serving Platter, Serving Bowls,

Furnishings: King Bed, 2ea. Nightstands, 2ea. Lamps, Chest of Drawers, Dining room Table, 4ea. Chairs, Lazy Boy Queen Sleeper Sofa, Coffee Table, 2ea. Bar Stools, Ratan Love Seat, 2ea. Lamps, 2 ea. Chairs, (foot stool), Electronics Side board, Wood Table, Lamp.

Linens: 4ea. King size Pillows, King Bedding, 2ea. King Blankets, Comforter, 2 ea. Bath Towels, 3ea. Hand Towels, 2ea. Wash Cloths, 2ea. Beach Towels, If 3 or more guests; Queen Bedding, 2ea. Standard Pillows, additional Bath Towels, Hand Towels, Wash Cloths for those guests,

General: 55” Smart Flat-screen TV, Cable Box, DVD Player (Blue-Ray), Stereo / CD Player, 30” Flat-Screen TV, Cable Box (Bedroom), 3ea. Beach Chairs, 2ea. Umbrellas, Ice Chest, Mics Masks, Snorkels, Fins, Cable Modem, Router, Telephone,

Starter Supplies: Toiletries: Bath Soap, Shampoo, Conditioner, Moisturizer,

Kitchen: Dish Soap, Dishwasher Soap, Trash Bags, Washing Machine Detergent, Sandwich Bags,

Paper Goods: Paper Towels, Toilet Paper, Facial Tissues.

2. Rental Party: The rental party shall consist of Guest and the following persons:

3. Maximum Occupancy: The maximum number of guests is limited to 4 persons. Dependent upon season, an additional charge of \$20.00 per person per night for guests in addition to 2 may be assessed.

4. Term of the Lease. The lease begins at 3:00 p.m. on _____ (the “*Check-in Date*”) and ends at 10:00 a.m. on _____ (the “*Checkout Date*”).

5. Minimum Stay: This property requires a 3-night minimum stay. Longer minimum stays may be required during holiday periods. If a rental is taken for less than 3 days, the guest will be charged the \$375.00 per-night rate.

6. Rental Rules: Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.

7. Access: Guest shall allow Homeowner or Homeowner's Representatives access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

8. Rental Rate and Fees

- a. Security Deposit: A security deposit if entered in Paragraph C below of \$370.00 shall be immediately due within and up to 60 days prior to the Check-In Date.

The deposit is for security and shall be refunded within 7 days of the Checkout Date provided no deductions are made due to:

- i. damage to the property or furnishings;
 - ii. dirt or other mess requiring excessive cleaning;
 - iii. replacement of property or furnishings removed from property; or
 - iv. any other cost incurred by Homeowner due to Guest's stay.
- b. Property Damage Policy - A Property Damage Policy from Protection Brands Damage Protection will be acquired out of Administrative fees charged. This policy provides \$3,000 in Coverage for \$69.00. This policy provides protection for accidental damages to property & contents, Guest agrees to assist in any claim initiation process. There are no additional deductibles required of either the Guest or Owner to process a claim. Guest Agrees to Damage Policy Conditions Exhibit B.

If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately.

- c. Rental Rate. Payment in full of the following fees shall be immediately due within and up to 60 days prior to the Check-in Date:

\$ _____ per night x _____ nights = \$ _____

Cleaning fee \$ 175.00

Accidental Damage Policy \$ 69.00

Refundable Security Deposit \$ _____

State Tax \$ _____

Less deposit (Prepayment) \$(_____)

TOTAL Due \$ _____

9. Cancellation Policy: If Guest wishes to cancel his/her reservation, the rent will be refunded as follows:
There is a \$40.00 cancellation fee in every case. Refunds are calculated by first deducting the \$40.00 cancellation fee then any further refund is determined by the length of advance notice given prior to the reservation's arrival date:

100% if cancelled 30 days prior to the Check-in Date,
50% if cancelled less than 30 days and 14 days prior to the Check-in Date,
\$0.00 if cancelled less than 14 days prior to Check-in Date.

10. Insurance: We encourage all renters to purchase traveler insurance. Below is a reference you may contact to purchase such insurance:

Insure Stays / Protection Brands LLC
Underwritten by Nationwide Insurance Company
<https://www.damageprotection.insure/159-0-1-4.html>
Mon-Fri: 9am – 9pm Eastern Time

11. Payment: Acceptable payment methods are personal check or credit card. If you making payment by use of a credit card, please provide the following information.

I am paying by Credit Card;

Name on credit card: _____ Type: _____

Credit card billing address: _____

City _____ State _____ Zip Code _____

Credit Card Number _____

Exp date _____ CVV (Security) Code _____

I am paying by Personal Check;

I am paying by check, and the check number is _____. The payment is being sent payable to The Linda D. Hatfield Family Trust and is addressed to;

The Linda D. Hatfield Family Trust
Attn: Chris Wright
18630 Toehee St.
Perris, California 92570

Personal checks received from guest that are returned by bank unpayable agree to pay to the Homeowner \$35.00 as a returned check fee.

12. Refunds: Refunds follow the cancellation policy of 100% if cancelled 30 days prior to the Check-in Date, 50% if cancelled less than 30 days and 14 days prior to the Check-in Date, \$0.00 if cancelled less than 14 days prior to Check-in Date.
13. Modification: Any modification or amendment off this agreement shall be in writing and shall be executed by all parties.
14. Severability Clause: If any term, covenant, condition, or provision of this lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
15. Law to Apply: This lease shall be construed under and in accordance with the laws of the State of Hawaii. The parties agree to jurisdiction and venue in Kauai County, Hawaii.

By my signature below, I hereby give permission to charge my credit card for the amounts above. I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance.

Name: _____ Email: _____

Address: _____

City: _____ State / Province: _____ Zip Code: _____

[Rest of page intentionally left blank]

The parties agree to the terms of this Short-Term Rental Agreement, as evidenced by the signatures set forth below.

Homeowner / Manager:

Guest:

Name: Chris Wright

Name: _____

Date: _____

Date: _____

Phone # (during stay):

Phone # (during stay):

(951) 527-7368

Email: LHFTRental@outlook.com

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this 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 a 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 intended 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.

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 anytime. 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. If there is a storm or hurricane, no refunds will be given unless:
- The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
 - A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.
 - The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
 - Any unused portion of rent from a guest currently registered;
 - Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and
 - Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.
23. **Departure time** for the unit is **No later than 10 AM** on checkout day.
- a. **Please Turn Off All Lights and Ceiling Fans.**
 - b. **Remove any items in the refrigerator and Kitchen Trash** and place in trash containers outside.
 - c. **Place used linens and towels** on the bed,
 - d. **Pool Keys and Parking Pass** onto key hooks at entry to kitchen.
 - e. Close & Lock All Doors and Windows.
24. Homeowner may retain 50% of the daily rate from deposit for Departing after the scheduled checkout time of 10 AM.

25. Homeowner agrees to return Guests deposit less any deductions for damage to the property or furnishings, dirt or other mess requiring excessive cleaning, replacement of property or furnishings removed from property, or any other cost incurred by Homeowner due to Guest's stay within 7 days of the Guest Checkout date.
26. Report any irregular disturbances or situations to the Poipu Kai Association Security Patrol Services immediately at (808) 645-1700, 24 hours per day.
27. **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
(951) 527-7368

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



Accidental Rental Damage Protection Term of Waiver Description

Damage Protection helps to protect the vacation rental homeowner against accidental damage to a rental property during a guests' stay. Damage Protection may be in lieu of or in conjunction with a traditional security deposit, where for a nominal non-refundable fee, it protects the guest for inadvertent acts, omission accidental damage during the duration of the Stay up to the limit of \$3,000. Should damage occur, the Renter must report any theft or damage to the rental unit or its contents prior to check-out.

CONDITIONS

This Waiver has certain conditions. This Waiver will not apply to liability for damage or theft resulting from;

1. Acts of God
2. Intentional acts of a Renter
3. Gross negligence or willful and wanton conduct
4. Any cause, if the Renter does not report the damage to the property management staff in writing using the Waiver Proof of Loss form provided, by the time the Renter checks out of the unit or within the required reporting timeline of this Waiver
5. Normal wear and tear
6. Theft without a valid police report
7. Loss of use of the covered property
8. Theft or damage of any property owned by or brought onto the premises by a Renter
9. Property Damage resulting from any motorized vehicle or watercraft operated by a Renter.

DEFINITIONS

1. Renter: All registered guests and all persons booked to share the same unit of accommodations, who have elected to purchase this Waiver and have paid the required Waiver Fee.
2. Stay: The stay at a Protection Brands approved property management rental unit from the date of Renter's check-in to the date of checkout (maximum 90 days).

ADMINISTRATIVE PROCEDURES

This Waiver will be administered by Protection Brands approved property management staff at the property. Such staff will have authority to determine the nature and extent of damages, necessary repairs and eligibility for the waiver of liability described herein. The Renter must report any theft or damage to the rental unit or its contents to the Protection Brands approved property manager by the time of checkout or this Waiver, which would

be otherwise applicable, will be void. The Claim Administrator has the ultimate claim administration authority. Arbitration is required prior to litigation.

TERMS OF COVERAGE

1. This Waiver takes effect upon check-in or registration on the booked arrival date to a Protection Brands approved property management rental unit, together with receipt of payment of the Waiver Fee at or before check-in.
2. This Waiver shall terminate upon normal check out time of the Protection Brands approved property management rental unit or the departure of the Renter, whichever occurs first.

WAIVER FEES ARE NON-REFUNDABLE

IMPORTANT NOTE: *Payments for this Waiver will not be accepted after the Renter has entered the Protection Brands approved property management rental unit for the beginning of their Stay. Violation of any stated condition voids this Waiver.*

The Protection Brands approved property manager provides this Waiver to the Renter.

IF YOU ACCEPT THIS WAIVER, THIS DOCUMENT BECOMES PART OF AND IS ATTACHED TO THE RENTAL LEASE AGREEMENT.

WAIVER FEE: \$69.00

THE PROTECTION BRANDS APPROVED PROPERTY MANAGER IS COMPENSATED FOR PROMOTING THIS WAIVER POLICY.