

RESERVATION AND RENTAL AGREEMENT

Condo #304 Wailea Elua Village
3600 Wailea Alanui, Wailea, HI 96753

OWNER CONTACT: Cal & Andrea Dyer 1941 Robin Brook Way Roseville, CA 95661;
Phone: 916-225-3937 or 916-290-3937; Email: WaileaEluaVillage304@gmail.com;

Reservation Policy: RP-10.0

- Check-in time is 3:00 pm; check-out time is 11:00 am.
- Guaranteed late-check-out must be approved by owner and is part of the reservation process; a ¾-day rental charge will be assessed.
- Our condo is a non-smoking unit and pets are not permitted.
- All rates are in U.S. Dollars*, and subject to 14.42% Hawaii State and Room Tax.
- Rates are for 2-adult guests without children.** Rates and terms are subject to change without notice until the unit is reserved.
- The minimum stay is 5-nights, 10-nights Christmas to New Years.
- A 25% payment is due upon booking; the balance is due 60-days prior to occupancy (90-days for holidays and 10-nights). If occupancy date is less than 60-days at the time of booking, full payment is due. Housekeeping service is available at extra cost.
- Foreign currency* rates and fees are the guest's responsibility, any such fees charged to owner by Verbo, bank or credit card will be either applied to the Reservation Quote amount, if known in advance, or subsequently deducted from the refundable damage deposit.
- Property Damage Protection (PDP) is required plus a \$300 Refundable Damage Deposit. Please inform the owner or our on-island caretaker prior to your departure should any item(s) need replacing, repair or not be in the same condition as when you arrived to insure your PDP coverage. Upon satisfactory review of the condition of our unit's inventory, carpet, rugs, and furnishings condition, there will be *no charge* unless noted damage, breakage or excess cleaning is required attributed to wear and tear in excess of normal use. On reservations less than 7-nights, a \$50 cleaning fee is collected from the refundable deposit. Refundable damage deposits are normally returned within 7-14 days of departure.
- **Cancellation Policy:** If a written cancellation is received within 60-days (holidays, 90-days) or more from the reserved arrival date, no cancellation fee will be collected. If the reservation is cancelled within less than 60-days (holiday periods, 90-days) notification from the arrival date, all payments will be forfeited, there will be no refund unless the unit can be re-rented.
- **Sleeping Capacity:** ** Unit 304 is intended for and priced based upon occupancy of 2-people. If the reserved capacity of guests is exceeded, you will lose your monies and be asked to leave the premises and be charged an additional \$100 per night per guest.
- **Check-in Procedures:** After you confirm your reservation by making the last payment, 60-days prior to occupancy, we will email *your personal door code* for our condo that is date and time sensitive. Upon arrival at the airport proceed directly to Wailea Elua Village, located at 3600 Wailea Alanui Drive, Apt. 304, Wailea, HI 96753. At the Elua Village entrance, the Security Guard will confirm that you have a reservation; he/she will, place a parking permit in your vehicle's front window that is to be displayed at all times, provide you with an Elua Village map, Guest Rules, and direct you to our unit. If you do not have your personal door code, our Security Guard will let you into our condo with his/her key; you will need to contact the owner at 916-225-3937 to obtain your code. Entering your door code earlier than 1-hour prior to check in automatically cancels your code.

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Guests/Owners Liability:

- You agree to accept liability for all replacements and repairs caused by you or your guests that are outside what is considered normal wear and tear.
- You authorize us to deduct from the refundable damage deposit for cleaning or any necessary repairs and replacements exceeding normal wear and tear not covered by Property Damage Protection and foreign currency rate fees charged to Owner.
- The Owner does not assume any liability for loss, damage or injury to guest(s) personal property. Neither do we accept liability for any inconveniences arising from any temporary defects or stoppage in supply of water, gas, electricity, air conditioning or plumbing.
- Owner does not accept responsibility for any loss or damage caused by the acts of God: i.e., natural disasters or other reasons beyond our control.
- Refunds or rate adjustments are not made for any exchange rate changes, inconveniences due to construction, road repairs, etc. However, in the unlikely event that we are forced to cancel your reservation before your arrival, you will receive a full refund immediately.
- The undersigned, for himself/herself, his/her heirs, assignors, executors, administrators, and trustees fully release and discharge Owner from any and all claims, demands and causes of action by reason of any injury of whatever nature that has or may occur to the undersigned or any of his/her guests as a result of, or in connection with, the occupancy of the premises and agrees to hold owner free and harmless of any claim, including third party claims or suits arising there from. In any action concerning the rights, duties, or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs. However, in any action associated with failure to pay for damages, you agree to be responsible for all court costs and legal fees.

Please email us at WaileaEluaVillage304@gmail.com or call Phone: 916-225-3937 or 916-290-3937 with any questions you may have. Thank you very much. Cal & Andrea Dyer, Owners, VRBO #607798

RP-10.0

My signature below and payment acknowledge my agreement to these responsibilities and all provisions of this agreement.

Signature: _____ Date: _____

Name: (Print) _____ Address: _____

City/St/Zip: _____ Email Address _____

Telephone(s) Res. _____ Cell/Work _____

Number of guests occupying Unit 304 during your stay: ____adults ____children (under 18)

Arrival Date: _____ (3PM) Departure Date: _____ (11AM)

Please PRINT OUT both pages of this Rental Agreement, sign and mail/scan the original 2-pages to us either along with your deposit or separately if you make an on-line credit card payment directly to us, or alternatively through VRBO, electronic acceptance of the terms and conditions of this Rental and Reservation Agreement is acceptable lieu of signing and mailing/scanning.