



HEAVEN ON EARTH Vacation Rentals

Vacation in places that feel like Heaven on Earth

Welcome to our Kauai home at Pu'u Po'a in Princeville! We truly appreciate your business and hope you have a wonderful time during your stay. If we can assist with anything, please don't hesitate to contact us!

Contact: Tracey Souverein

Call: 1(970)282-1839 Text: 1(970)391-8727

Email: HeavenOnEarthVacationRentals@gmail.com

Websites: www.KauaiPuuPoaVacationRentals.com

www.HeavenOnEarthVacationRentals.com

www.BreckenridgeCondoRentals.net

GUEST RENTAL AGREEMENT

ACCEPTANCE OF THIS GUEST RENTAL AGREEMENT SERVES AS A CONTRACT AND IS DEMONSTRATED BY PAYMENT OF INITIAL DEPOSIT AND CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN THE RENTER/GUEST AND BRECKENRIDGE CONDO RENTALS, INC. TO RENT PU'U PO'A UNIT #313.

(License #s GE-057-509-2736-01, GE-151-022-5920-01 and GE-100-924-4160-01)

A. An amount equal to fifty percent of the total balance is due upon reservation as an initial deposit. A credit card authorization can be used to hold your reservation if you prefer to pay by check. If this deposit is not received within 3 days of a written agreement of reservation, the reservation will be automatically canceled. Final payment is due thirty days prior to your arrival or the due date printed on your confirmation/initial deposit receipt. Failure to make final payment by the due date will be considered a cancellation. There is a cleaning fee of \$350.00 and a property fee of \$100 is added to all reservations. The taxes on your total bill equal 14.971% and are split between GET is 4.721% and TAT is 10.25%. All monies paid toward the reservation will be retained by Breckenridge Condo Rentals, Inc.. Deposits may be placed in an interest-bearing account and any interest earned on funds shall be income earned by Breckenridge Condo Rentals, Inc.

B. Upon final payment, a refundable \$500 security/damage deposit or credit card authorization for damages is required on all reservations. If the following provisions are met, your security deposit will be refunded 14 days after your departure or no additional charges will be made to your card:

- 1) No damage is done to the unit or its contents including but not limited to furniture, appliances, towels and linens, carpet, lost keys, or excessive cleaning necessary.
- 2) Dishes must be washed and the trash thrown away in the trash containers in the parking lot prior to your departure.
- 3) All keys are returned to the lock box and the location you found the extra set inside the unit and unit doors and windows are closed and locked.
- 4) There is no evidence of pets or smoking of any kind in the unit.

- 5) The maximum number of guests allowed to stay in the unit (5) has not been exceeded.
- 6) Check-in (after 4pm) and Check-out (prior to 10am) times have been honored.

Repair or replacement costs for damaged or lost items or additional cleaning charges will be taken from your security deposit or credit card authorization if such damages are found. If damages exceed the security deposit amount, you agree to pay full repair/replacement costs.

For the comfort and health of all our guests, we do not allow smoking or pets in our condominium. A \$300 non-compliance fee will be charged if this policy is violated.

C. If for any reason, you should need to cancel your reservation there is a \$100 Cancellation Fee. If the cancellation occurs sixty days prior to your scheduled arrival, your initial deposit less the \$100.00 Cancellation Fee will be refunded. If the cancellation occurs within sixty days of your scheduled arrival, all monies paid toward the reservation will be retained by Breckenridge Condo Rentals, Inc. unless the unit can be rented to another party during the same dates as the original reservation. If the unit is re-rented during the reserved dates, the rate it was rented for by the new guest, less the \$100.00 cancellation fee, will be refunded. Failure to make final payment by the due date will be considered a cancellation.

D. Unused accommodations caused by either late arrival or early departure or for “no shows” for any reason whatsoever, are not refundable including but not limited to weather related problems such as cancelled flights, closed roads, etc due to hurricanes, tidal waves, tsunamis, and floods or fires. **Travel insurance is strongly advised.**

E. All members of the rental party must be listed including infants and children of all ages. These premises shall be used for residential vacation rental purposes only. Special events such as parties or receptions are not allowed. You shall not use this property for film making, photo shoots or other commercial use nor for any unlawful, improper or offensive use. The maximum number of guests allowed to stay in the unit is 5. If the maximum number of guests allowed is exceeded without management approval, over-crowding or misrepresentation is grounds for immediate eviction without refund. This unit cannot be sublet or assigned to others.

F. Check-in time is 4:00pm or later. Check-out time is 10:00am or earlier. Because of scheduling issues with our professional cleaners to prepare the unit for our next guests, we cannot offer early arrivals or late check outs. Failure to check-out on time will result in a \$50 fee. We appreciate your cooperation. Please let us know immediately if there are any problems with the unit once you arrive or during your stay.

G. Prior to your arrival, our condominium is professionally cleaned and fresh towels and linens are provided. **There are no daily linen or towel exchanges.** Your cleaning fee is a departure cleaning only. A starter supply of hand and dish soaps, shampoo and conditioner as well as paper goods are placed in the unit in preparation to your arrival. Depending on your usage, you may need to purchase

additional supplies. To keep down our costs and yours, we ask that before you leave you please clean the dishes and throw away all of your trash in the trash or recycle containers in the parking lot.

H. There are environmental issues with staying on a tropical island that we ask the Guest to take particular care with

1) Guests are asked to take extra care to remove sand and dirt from their shoes, bodies and beach equipment prior to entering the unit. There is a foot wash near the bottom of the stairs and a water hose in the middle of the parking lot for rinsing off equipment. Limit the amount of sand that comes into the house and take care to limit the sand that goes down the drainage pipes in the showers. Please no shoes inside the unit.

2) Because we are in the tropics, you may encounter geckos and other pests. In order to eliminate these encounters, please keep all perishable food in the refrigerator or sealed in the pantry. Ants can find their way to dirty dishes in just hours so please scrape all food off into the trash can and place dirty dishes in the dishwasher immediately. In addition, keep all windows and doors closed and locked when you are not in the unit.

3) Please be advised that our home is regularly treated for pest control maintenance however pests are a normal part of life in the tropics. Neighbors may also use pesticides and chemicals that may affect a person who is sensitive to pesticides and other chemicals. Every person reacts differently and we urge guests to investigate this issue of possible health or safety prior to your arrival.

4) To ensure our water/sewer systems are kept unclogged, please scrape all small and large food pieces into the trash rather than down the garbage disposal. This includes but is not limited to vegetable leaves, peelings, skins, egg shells and breads. In addition, do not flush any foreign items such as feminine products, paper towels, napkins, facial tissue, diaper wipes etc into the plumbing system. Guests will be responsible for plumbing repairs due to negligence and causing overflows such as using concentrated dish liquid soap specifically for hand washing dishes in dishwashers and washing machines or flushing objects other than bathroom tissue into the plumbing system.

5) Please do not turn the temperature on the refrigerator colder than the recommended setting. Doing so will cause the appliance to shut down and will require a service call which will be charged to your account. Make sure the lower freezer door is always shut completely when not in use and keep the refrigerator doors closed as much as possible while loading or unloading groceries.

6) Electricity on Kauai is very expensive so please be energy conscious by conserving energy by turning off lights, fans, TVs, stereos, etc when leaving the unit.

7) Please do not move the furniture nor remove any items from the unit including but not limited to dishes, silverware, bedding, etc. If you do choose to use the beach and sporting equipment, please return it in it's original condition.

8) Please be careful when visiting the Kauai beaches. There are many beaches that can be very dangerous at different times of the year. The lifeguarded beaches on the North Shore are Hanalei Bay, Haena Beach Park, and Ke'e Beach. Visit www.kauaiexplorer.com for up to date information on ocean conditions.

9) The State of Hawaii is exposed to Tidal Wave/Tsunami/Hurricanes and Flash Flood threat. Be aware and take precaution that the roads north of Hanalei can become flooded in events of strong rain. Please refer to our local phone book regarding inundation area and evacuation instructions should

a threat occur. We will not be liable for interruption of electricity, water or gas beyond our control and there will be no refunds because of these interruptions. We strongly recommend Travelers Insurance for any unforeseen circumstances.

10) Due to the tropical nature of Hawaii, most residents and guests keep their windows open while they are in the unit. We are not held responsible for any noise pollution including construction outside of the unit.

I. Guests are required to notify us immediately of any defects or problems associated with the property. Should any equipment be out of order (including but not limited to jacuzzi tubs, washing machines etc), Breckenridge Condo Rentals, Inc. will undertake reasonable efforts to remediate reported problems during normal business hours. Please keep in mind that being on a remote island can often delay the receiving of parts and repairs. There will be no refunds for such inconvenience. In the event of a maintenance issue, assessment of damages or malfunctions or to supply services agreed upon but not limited to pest control, Breckenridge Condo Rentals, Inc. or its agents reserves the right to enter the unit or allow a contractor to enter the unit to assess and attempt to handle the problem in a timely and professional manner.

J. Breckenridge Condo Rentals, Inc. is not responsible for the loss of personal belongings or valuable valuables of any kind. All items left behind by any and all guests are the sole responsibility of the guest. If an item is found and you wish to have it returned, there will be a \$35 service fee added to the cost of postage and packaging. By accepting this reservation, the Renter/Guest agrees that all personal property, furnishings, personal affects and other items brought into the property by the guest or their permitted guests and visitors shall be at the sole risk of the guest with regard to theft, damage, destruction or other loss and Breckenridge Condo Rentals, Inc. nor Homeowner shall be held responsible or liable for any reason whatsoever. Guest agrees to keep windows and doors locked at all times when not on the premises. It is also advised to lock your automobiles and put away any rental equipment.

K. Breckenridge Condo Rentals, Inc. and the Property Owner shall not be held liable to the guest, guest's guests, invitees or any other person for any accidents, injury, illnesses, loss or damage to personal property that occur while on the premises or its facilities or from use of any items provided for guests. The Renter/ Guest acknowledges that use of amenities such as but not limited to tennis courts, pools, sporting equipment, BBQs, lanais, bluffs, ocean and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Renter/ Guest's own risk.

The Renter/Guest hereby waives and releases any claims against Breckenridge Condo Rentals, Inc., the Homeowner, and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Renter/ Guest on or near or adjacent to the property, including any common facilities, activities or amenities. Renter/Guest agrees to use any such facilities or amenities entirely at the Renter's/Guest's own initiative, risk and responsibility.

L. Renter/Guest hereby covenants and agrees to indemnify and hold harmless Breckenridge Condo Rentals, Inc. and their agents, owners, successors, employees and contractors from and against any costs,

damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Renter/Guest, permitted guests, visitors or agents, representatives or successors of Renter/Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Renter/Guest or family and visitors of Renter/Guest in or about the property and Renter/Guest expressly agrees to save and hold Breckenridge Condo Rentals, Inc. harmless in all such cases.

M. The Renter/Guest shall use the property for residential purposes only and in a careful manner to prevent any damages or loss to the property and keep the property in clean and sanitary condition at all times. Renter/Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger or inconvenience neighbors, nor shall Renter/Guest use the property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the property.

N. The Renter/Guest agrees to follow all of the Pu'u Po'a House Rules as well as the Princeville Community Association rules attached.



ABBREVIATED HOUSE RULES FOR PU'U POA CONDOMINIUMS

Noise Reduction:

- Quiet hours are from 10:00pm to 8:00am. Please keep TV/stereo volume low and monitor children and pets during this time period.
- Please be advised that sound travels through the corridors of Puu Poa. As such, please talk quietly in the stairwells and hallways. Refrain from cell phone use in the glass towers and be sensitive to the noise caused when rolling suitcases in the corridors early in the morning and late in the evening. Please try to prevent the front entryway doors from slamming shut. Keep front doors shut at all times.

Safety:

- Charcoal grills are not permitted on the lanais.
- No object may be thrown from any lanai, window, or walkway. Remember that cigarettes and matches are a specific fire hazard.
- Fireworks of all sorts, including firecrackers, are strictly prohibited.
- Tiki torches are not allowed by the County fire code.
- Pool:
 - Pool hours are from 8:00am to 9:00pm.
 - Before entering the pool, all persons entering the swimming pool shall take a shower.
 - No glass or breakable containers are allowed at the pool area.
 - No smoking in the pool area.
 - NO ANIMALS are allowed inside the fenced pool area or on the lawns.
 - No hard-surfaced floatation devices are allowed in the pool (e.g. boogie boards, surf, or skim boards).
 - No diving into the pool.
 - Running, horseplay, excessive noise, and excessive splashing are not permitted.
 - Children 12 years old and under must have poolside supervision by an adult.
 - The Resident Manager will close the pool when contaminants pose a health risk.
 - The Resident Manager may request that pool users conform their behavior to the pool rules.

Failure to comply may result in expulsion from the pool area.

- NO LIFEGUARD ON DUTY, SWIM AT YOUR OWN RISK.

Tennis:

- Use tennis court at your own risk.
- No food, glass, or alcoholic beverages in tennis court area.
- No pets allowed in tennis court area.
- The tennis court is for tennis only.
- Proper footwear required.
- Children 12 years old or under must be accompanied by an adult when on the court.
- Do not abuse the net or other equipment.
- Court hours are from 8 a.m. to 7 p.m.
- Reservations are not mandatory, but are highly recommended to ensure playing time availability, especially in the prime season. Reservations have absolute priority over walk-ups. Owners and guests

may reserve a court by signing up on the sign up sheet, which will remain hanging near the Resident Manager's office. Court may be reserved in 1-1/2 hour increments. When two or more persons are waiting to play, play is limited to 1-1/2 hours for either doubles or singles. Owners may reserve a court up to 48 hours before playing. Guests may reserve a court up to 24 hours before playing. Reservations will be canceled if you have not arrived within 10 minutes of your reserved time.

Appearance:

- No items of personal property, including towels, baby strollers, bicycles, or surfboards, are permitted to be left on any common area of the property. Shoes are the only items that may be left outside of front doors.
- All lawn games, lawn furniture, toys or other personal items taken onto the lawn area must be removed as soon as they are not being used.
- Nothing may be hung over the lanai railings at any time (including beach towels, etc.)
- Holiday decorations may be used on lanais for 2 weeks prior to the holiday, and must be removed within one week after the holiday.

Other:

- **SMOKING:** Smoking outdoors is only permitted in the designated smoking area located next to the monkey pod tree near the tennis court. Smoking is not allowed on lanais, walkways, or lawns.
- **FOOT WASH:** Please use the foot showers outside each building tower to remove the sand and dirt before entering the corridors. For washing larger items (e.g. beach equipment, bicycles, surfboards, etc.), there is a hose located in the middle of the parking lot.
- **TRASH:** Trash must be carried out to the bins in the parking lot. There are separate containers beside the trash bin for recycling, please recycle items in the appropriate container. Please breakdown cardboard and place beside trash bin; management picks up daily. Please see attached recycling flyer for reference.
- **PARKING LOT:** The parking lot is to be used solely for parking occupants' motor vehicles. Play activities (i.e. skateboarding, in-line skating, etc.) are not allowed in the lot.
- **FEEDING BIRDS PROHIBITED:** Please do not feed the birds. Kauai has many endangered birds, feeding them and giving water takes them out of their natural eating habits. The State has large fines protecting these birds.
- **DRONES:** Drones are not permitted to be operated on Pu'u Poa property at any time. If drones are to be used for Commercial and Real Estate purposes, prior approval must be obtained from the Resident Manager.
- **SIGNS:** No posting of signs on property without prior approval by the Resident Manager.
- **SOCIAL GATHERINGS:** All social gatherings using common elements (e.g., pool) must have prior approval by the Resident Manager at his discretion.



Princeville at Hanalei Community Association

Enhancing the Quality of Life and Princeville Experience for its Members

Welcome to Pu'u Po'a #313!

This house is in a quiet residential neighborhood. Most of the neighbors live here full time and many are friends.

The following information is to help make your stay pleasant for you and the neighborhood:

- Princeville HOA rules enforce quiet time after 10 pm and can also be called if excessive noise continues during the day time hours creating a nuisance to the neighborhood. So please respect this noise prohibition policy and live like a local with Aloha. Princeville personnel patrol our community so violators will be cited and fined and Kauai Police Department can also be called. On Kauai we all sleep with our windows open to allow the trade winds to circulate, so noise from the lanai *or the hot tub* really carries to our neighbors' homes at night. Fines range from \$50 - \$100 per Patrol visit.
- Trash pickup is early Wednesday morning so please put all trash in the large County of Kauai wheeled barrel and place it out by the street on Tuesday evening. The lid must be able to close or the can will not be picked up (no overflowing cans). If located on a cul-de-sac, there is a specific area where the cans all line up so the truck can pick them up easily.
- Parking is allowed in the garage and driveway only. If vehicles are left on the lawn, road or road shoulder after 10:00pm they will be cited by Princeville Patrol.
- Princeville Patrol personnel are on duty 24/7 and can be reached at (808) 826-6181 if the need arises.
- Please be careful when visiting our North Shore Beaches! The lifeguarded beaches are located at Hanalei Bay, Haena Beach Park and Ke'e Beach. There are many beaches that can be dangerous at different times of year.

Visit www.kauaiexplorer.com for up to date information on ocean conditions.

Mahalo!

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