

## **Guest Occupancy Agreement & House Rules**

**“ Hale Malie” at Palm Villas 69-1376 S Pauoa Rd. C-2 Kamuela, HI 96743**

ADVANCE Payment of Occupancy fee - If the occupancy fee (rent) or security deposit is not received on or before the due date, your reservation is subject to cancellation and the cancellation fees would apply. First Rent Payment Due for confirmation (25%), Final Rent Payment Due 60 Days Prior to Arrival (75%).

ALL OCCUPANTS RESPONSIBLE. By signing this Agreement, 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, by the GUEST OCCUPANT and all other OCCUPANTS and/or guests. In particular, each adult is responsible for all minors and must make sure they abide by the house rules. These terms and conditions are applicable during at all times during your occupancy. 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.

CONSERVATION OF UTILITIES All occupants must use due care in conserving the utilities. The water shall not be left running for an unreasonable length of time and care will be taken in turning off the lights and electrical devices. At no time will the occupants have the windows or doors open while operating the air conditioning. Guest may be charged for any utility cost which is over the normal and typical and average monthly bill. This would be determined by the average kilowatts used, as shown on the Hawaiian Electric bill. Please conserve utilities, excessive use of utilities could be charged to the security deposit .

DISCLOSURE OF 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.

OCCUPANTS agree to keep the unit in clean, neat, safe and in good order and pay for any damages caused by misuse or neglect. If any defect in the unit should be promptly reported to the owner's managing agent. OCCUPANTS agree to leave the unit in clean and neat condition upon vacating. The security deposit may be used to cover cleaning costs which are over and above the normal and average cleaning bill.

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.

**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** -Quiet hours shall be from 9:00 p.m. to 8:00 a.m., during which time the noise from the unit shall not unreasonably disturb adjacent neighbors. Sound that is audible beyond the property boundaries during non-quiet hours shall not be more excessive than would be otherwise associated with a residential area. 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. Violation will be subject to forfeiture of the security deposit .

**NO PETS OR ANIMALS** 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 ANYWHERE ON THE PROPERTY (INSIDE AND OUT)** - This is a "non-smoking" rental. Smoking includes cigarettes, cigars, pipes and vaping.

**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 occupant. Any utilities which exceed the normal and average monthly bill may be deducted from the guest security deposit (see below).

**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 or that of their guests, invites and/or licensees. The GUEST OCCUPANT hereby agrees to indemnify, defend and hold harmless the owner and the owner's agent for any and all claims, damages, losses, PENALTIES, COSTS, CHARGES AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES ARISING OUT OF THE GUEST OCCUPANCY OR THAT OF THEIR GUESTS, Invites, AND/OR Licensees, 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.

**REFUSE DISPOSAL** All trash and refuse must be emptied into the refuse containers provided on the premises. Fees for pick up and disposal of excessive trash, which exceeds the normal and customary amount, may be deducted from the security deposit .

**SECURITY DEPOSIT OR DAMAGE INSURANCE** If you pay the deposit with a check, the security deposit is held for 30 to 45 days after your departure, then mailed to you less any

expenses for long excessive cleaning, repairs, missing items, or any other damages as hereinafter provided. If you choose to secure damage insurance with CSA Travel Insurance. The cost is \$59 for \$1500 insurance. If you damage the real or personal property assigned to the vacation rental during your trip, they will reimburse you the lesser of the cost of repairs or the cost to replace the property, up to \$1500. Coverage is provided all travelers on the lease agreement.

**SUPERVISION OF CHILDREN** Adults shall be responsible for the actions of children under their care and control. The GUEST OCCUPANT is jointly and 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.

**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. This agreement is not assignable.

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

**WHEN AND HOW LONG YOU MAY OCCUPY** Your occupancy will commences on the CHECK-IN DATE and terminate on the CHECK-OUT DATE . CHECK-IN TIME is 4:00 PM and CHECK-OUT TIME is 10:00 AM. If these times do not fit your schedule, please let us know in advance, so that other arrangements can be made, if possible. Stays later than check out time of 10:00 AM must be approved. Bookings are often "back-to-back" and the check out time is critical in order to allow sufficient cleaning of the unit before the next arrival.

Thank you for your cooperation.

**AGREEMENT TO THE TERMS AND CONDITIONS - THE GUEST OCCUPANT ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS OCCUPANCY AGREEMENT AND THE HOUSE RULES CONTAINED HEREIN AND FURTHER ACKNOWLEDGE RECEIPT OF A COMPLETED COPY HEREOF. THE GUEST ALSO UNDERSTANDS AND AGREES THAT ANY VIOLATION OF THE ABOVE HOUSE RULES COULD RESULT IN FORFEITURE OF THE SECURITY DEPOSIT.**

\_\_\_\_\_ DATE: \_\_\_\_\_

**"THE GUEST - OCCUPANT"**

**Leilani Properties (RB), OWNER'S MANAGING AGENT**