

Vacation Rental Agreement for 'Bali-Ho', Waialua, HI

"Bali-hi": our hidden island oasis, "Tally-ho": the hunt for your vacation

GUEST NAME: _____

ADDRESS: _____

EMAIL: _____

TELEPHONE: _____

EMERGENCY CONTACT TELE: _____ NAME _____

DATE OF BIRTH: _____ month _____ day _____ year

PHONE: _____ Country _____

CHECK IN DATE: _____ month _____ day _____ year

CHECK OUT DATE _____ month _____ day _____ year

RESERVATION DEPOSIT ALREADY PAID \$.

***subtract booking/ reservation deposit of \$500 or greater if previously paid**

Rates do not include daily maid service, gratuities, car rental, food, liquor, laundry cleaning during stay, personal items, excessive cleaning upon departure (ie: upholstery or rug shampooing, etc.)

TOTAL RENTAL DUE (90 days prior to arrival) \$.

TAX (HI) 11.96% (4.712% excise tax and 7.25 transient accommodation tax) \$.

SECURITY DEPOSIT \$ 800.

TOTAL Check Amount: \$. *

Payment due date (90 days prior to arrival) : _____ month _____ day _____ yr

Please make check payable to: 'Bali-Ho LLC'

Mail to: c/o Veronica Peterson, P.O.Box 482, Haleiwa, HI 96712

CLEANING FEE (90 days prior to arrival) \$ 350 . 00

Please send a separate check to cleaning person 90 days prior to arrival, payable to: 'Susan O'Shea', Mail to: Susan O'Shea, P.O.Box 482, Haleiwa, HI 96712

Call Veronica Peterson 808 3714850 at least one week before arrival with your expected arrival time(s). This will allow them to most efficiently prepare the house for your arrival.

Occupant(s) are urged to preview the property website www.Bali-Ho.net

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GUEST AND OTHER OCCUPANT INFORMATION

Number of Adults

Number of Children

	NAME	AGE
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
	additional occupancy only by prior agreement with Owner and or Agent	
11.		
12.		

Terms and Conditions

- 1. Form of Payment.** Guest(s) agrees to pay rent, security deposit & tax fee in the form of one cashier's check or personal check, made out to 'Bali-Ho, LLC, at least 90 days prior to occupancy & cleaning fee of \$350 to 'Susan O'Shea' at least 90 days prior to arrival.
- 2. Delivery of Payment.** Rent will be paid in a timely manner within the guidelines set forth on this site: 90 days prior to occupancy.
- 3. Returned Checks.** If, for any reason, a booking/reservation deposit check used by Guest(s) to pay Owners and/or Agent is returned without having been paid, Guest(s) will pay a charge of thirty-five Dollars (\$35.00) as additional deposit AND take whatever other consequences there might be in making a late payment. After the first time a Guest's check is returned, Guest must thereafter secure a cashier's check or money order for reservation/booking payment.
- 4. Late Payments.** For any rental payment by cashier's check not paid by the date due/ one month prior to occupancy, Guest shall pay a late fee in the amount of one hundred Dollars (\$100) unless specified otherwise.
- 5. Occupants. There will be NO ADDITIONAL GUESTS without written permission from the Owners and/or Agent.** The Guest agrees not to exceed the occupancy list above, Owners and/or Agent do not rent to minors. Guest(s) will be charged \$100 per person per day plus tax if more people are found to be on the property than the amount of people that is agreed upon in this contract as stated above. Owners and or Agent reserve the right to cancel or rescind any rental agreement based on occupancy in excess of the above agreed upon occupancy list
- 6. Penalty for Violation of this Agreement.** If Guest(s) violates any of the conditions or restrictions of this agreement, the Guest agrees that the Owners and or Agent may terminate this agreement and enter the vacation rental property. Upon notice of termination of the agreement, the Guest(s) shall vacate the dwelling immediately without being entitled to any refund and shall waive any rights that may be applicable.

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7. **Pets.** Pets shall not be allowed without the prior written consent of the Owner and or Agent. At the time of signing this rental agreement, Guest(s) shall pay to Owners and or Agent, in trust, a deposit of four hundred Dollars (\$400), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Guest who wishes to keep a pet in the rented unit must sign a separate Pet Agreement Addendum.
8. **Parking.** Any parking that is provided is strictly self-park and is at Guest's risk. Owner and or Agent is not responsible for, nor does Owner and or Agent assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any vehicle or its contents.
9. **Cancellation Policy.** All cancellations must be by email and direct telephone communication. Cancellation more than 90 days prior to arrival will be fully refunded. **Cancellation of a reservation less than 90 days prior to arrival date will result in the loss of all deposited funds, and the entire rental balance, will be due within 10 Days thereafter, unless Owner and or Agent are able to rebook the property for the same rate and dates.** If reservations are cancelled less than 90-day from arrival date, and Owners/Agents are able to rebook the property, Guest(s) will be charged a \$500 cancellation fee. Any changes in properties or dates must occur 90 days prior to arrival. Owner(s) and or Agent will not be liable under any circumstances, including substitutions, to refund any unused portion of booked accommodations or services.
10. **Check-In Time.** CHECK-IN TIME IS 4 p.m. Plan to arrive in your unit no earlier than 4 p.m. WE MAKE EVERY EFFORT TO ENSURE YOUR UNIT IS READY AT 4 p.m., BUT WE CANNOT GUARANTEE THIS. THE CLEANING LADY MAY NEED TO RETURN THE DAY FOLLOWING YOUR ARRIVAL TO COMPLETE EXTERIOR CLEANING AND LAUNDRY
11. **Check-out Time, Early Check Out/No Show.** CHECK-OUT TIME IS 11 a.m. **The cleaning person will arrive between 09:30 and 10:00 am to prepare laundry and take report of any and all damages or equipment losses.** This is a must due to logistics of same day turnover. Keys must be returned to the cleaning person or can be left on the downstairs notice-board deck top, upon departure. Early Check Out/No Show Policy THERE WILL BE NO REFUNDS FOR EARLY CHECK OUTS OR NO SHOWS – Guest(s) agree(s) that once they have checked into the property, no refund will be made for early check outs. If Guest(s) does not cancel the reservation and does not arrive for the rental period, all monies paid and the full rental amount due, will be forfeited. Guest(s) staying past 11AM on the check-out date, shall warrant an additional day's rent which will be taken out of the security deposit.
12. **Ordinances and Statutes.** Guest(s) shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.
13. **Damage, Repairs or Alterations.** Guest(s) shall be liable for all acts of the family, invitees, employees or other persons invited onto the property. Should there be any legal action arising/relating to occupant (s) use of residence, Owner shall be entitled to recovery of all legal fees and costs. Damage must be reported by the Guest(s) before departure. Guest(s) will be responsible for expenses incurred. Guest(s) agrees to surrender property in the same condition as at commencement of the rental period. In cases of abuse and malicious damage to rental property, Guest(s) will reimburse Agent and/or Owner the amount of all damage including reasonable attorney fees. Guest(s) shall be responsible for damages caused by his or her negligence and that of his family or invitees and Guest(s). Guest(s) shall not paint paper or otherwise redecorate or make alterations to the premises without the prior written consent of Owner and/or Agent. All alterations, additions, or improvements made to the premises with the consent of Lessor shall become the property of Owners and shall remain upon and be surrendered with the premises.

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- 14. Keys.** Guest(s) will be given 2 key(s) which open all entry and bedroom doors. If all keys are not returned to Owners and or Agent following termination of lease/vacation rental, Guest(s) shall be charged fifty Dollars (\$25) per key.
- 15. Fan/light and air-conditioner controls.** Fan and air-conditioner controls are located in designated wall mounted holsters. Each is labeled for its site. If there is a loss or breakage of fan or air-conditioner control, Guest(s) will be charged fifty dollars for each fan controller (\$50) and two hundred and fifty dollars for each air-conditioner controller (\$250) if lost or damaged.
- 16. Locks.** Guest(s) agrees not to change locks on any door.
- 17. Upkeep of Premises.** Guest(s) shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to Owners and or Agent in as good condition as when received, ordinary wear and damage by the elements excepted.
- 18. Assignment and Subletting.** Guest(s) shall not assign this Agreement or sublet any portion of the premises without prior written consent of Lessor.
- 19. Security.** The security deposit in the amount of eight hundred Dollars (\$800), shall secure the performance of Lessee's obligations hereunder. Owner and or Agent may, but shall not be obligated to, apply all or portions of said deposit on account of Guest(s)'s obligations hereunder. Any balance remaining upon termination shall be returned, without interest, to Guest(s). Guest(s) shall not have the right to apply the security deposit in payment of rent.
- 20. Right of Entry.** Owner and or Agent reserves the right to enter the demised premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the demised premises. Guest(s) hereby grants permission to Owner and or Agent to show the demised premises to prospective purchasers, mortgagees, tenants, workmen or contractors at reasonable hours of the day.
- 21. Deposit Refunds.** The balance of all deposits shall be refunded within two (2) weeks from date of check-out, providing additional damage appraisal is not required, in which case the refund date will be delayed 2 weeks from appraisal, together with a statement showing any charges made against such deposits by Owner and or Agent.
- 22. Rates.** Reservations made for any future year are not guaranteed. Rates and/or the property may change. Guest(s) will be notified if there is a property or rate change by no later than the beginning of the year that their reservation is current. Guest(s) may cancel within a one month period from rental without cancellation penalties if they do not wish to accept the new rate or property. Rates are quoted on a weekly basis. A minimum of two night's rental payment is required to rent property. Owners and or Agent has the right to cancel and not honor any reservation made over the internet that may not fall under these guidelines.
- 23. Termination.** This Agreement and the rental hereby granted may be terminated at any time by either party hereto by giving to the other party not less than two full month's prior notice in writing and verbal verification of cancellation.
- 24. General Policies.** This agreement constitutes a contract between the Guest and Owner and or Agent for the Owner of the property. Please read carefully.
- 25. Equipments and Furnishings.** Neither Owners and or Agent shall be responsible for providing any additional furnishings or equipment not available presently in the residence. It is understood that this property and its furnishings are privately owned. Please do not remove items from the property or change the location of furniture that belongs to the rental unit Owners. If furniture is moved, you will be responsible for any charges incurred in returning it to its proper location. If any property is removed from unit, you will be responsible for its full replacement cost.

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- 26. Lost and Found.** Lock all doors when you leave your accommodations. Do not leave money or valuables unattended in the unit. Thoroughly check all drawers and closets before departing. Due to logistical issues, there will be a shipping charge to return any items left behind. Neither Agent nor the Owner will in no way be responsible or liable for personal property lost due to theft, flood, fire, unforeseen circumstances or natural disasters.
- 27. Attorney's Fees.** The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provision hereof, shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees. Existing rules and regulations, if any, shall be signed by Guest (s), attached to this agreement and incorporated into it.
- 28. Guest(s) Indemnification.** Guest(s) agree to indemnify and save Owners, its employees and Agents, free and harmless from any claim or liability for any loss or damage whatsoever arising from, related to or in connection with rental of the vacation rental property, including but not limited to any claim or liability for personal injury or damage or loss of property which is made, incurred or sustained by any Guest(s) or any invitee of the Guest. Guest(s) agrees to RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND Owner, Rex Moulton-Barrett and Mobile Technology 1, and their respective directors, officers, instructors, members, employees, and agents, FROM ANY AND ALL LIABILITY, CLAIMS AND CAUSES OF ACTION arising out of or connected in any way with participation in any activities at Bali-Ho, Waialula, HI; this includes but is not limited to injury resulting with contact with interior/exterior walk ways, stairs or any other feature of the house, property, highway, beach and/or ocean. Guest(s) also agree to cover any costs or expenses, including reasonable attorney's fees incurred in connection with such claims. Occupant(s) acknowledges that the release and indemnity provisions apply to all claims for injury or damage resulting from any cause, including the negligence of any party released herein. **Guest(s) further acknowledge that this agreement shall be binding** on all family members, guests, including minors, guardians, heirs and any executor or personal representative or beneficiary. Occupant(s) agrees that this Agreement should be enforced to the full extent permitted by law. If any section or part of this Agreement is held not to be enforceable under the applicable law, the remainder of the Agreement shall be enforced. The release and indemnification provisions of this Agreement do not apply to reckless or intentional acts. Unless such provisions are permitted by the applicable law. This Agreement is subject to the laws of the state of Hawaii. Any disputes are subject to be settled by binding arbitration in California according to the rules of the American Arbitration Association. The prevailing party in any arbitration or litigation shall be entitled to recover reasonable attorneys' fees. Guest(s) state that they are 18 years of age or older and legally competent to sign this Release of Liability and Indemnification Agreement. Guest(s) understand that these terms are contractual and not a mere recital. I have signed this document of my own free act. GUEST(S) ARE FULLY INFORMED OF THE CONTENTS OF THIS RELEASE AND INDEMNITY BY READING IT BEFORE SIGNING THE CONTRACT BELOW.
- 29. Rental Balance.** Balance of rental monies is due 90 days prior to arrival.
- 30. Repairs.** Even the best or newest equipment occasionally malfunctions and cannot be guaranteed 100% of the time. Owners and or Agent uses the best maintenance personnel available in the area. Problems are corrected as soon as humanly possible. Agent or an authorized employee or repairman may enter the premises during business hours for any purpose connected with the repair, care or maintenance of the premises. Refunds will not be issued due to malfunctioning equipment or other Guest(s) dissatisfaction. You can expect a courteous and professional attitude toward problem solving.

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- 31. Use.** Any use of the vacation rental property other than residential use during a family vacation must be approved by the Owners and/or Agent. If the vacation rental property is to be used for any event such as weddings, receptions or large gatherings, the Guest(s) agree to submit a request for approval to the Owners and or Agent and adhere to the Owner/Agent determination on that request. If the Owner and or Agent approves the event, the Guest(s) may be required to pay an additional deposit. If the Guest(s) misrepresents an event to the Owner and or Agent (said misrepresentation to be determined by the Owner/Agent), the Guest(s) agrees that the Agent may refuse occupancy or have the vacation rental property vacated and that the Lessee will not be entitled to any refund.
- 32. Radon Gas Disclosure.** As required by law, Owner/Agent make the following disclosure: "Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit."
- 33. Lead Paint Disclosure.** "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owners and or Agent must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling.
- 34. Renter's Insurance.** Owner/Agent have obtained a renter's insurance to cover damages to the building itself from fire, storm, flood, plumbing water leaks, vandalism, but not earthquake, sewer or theft. Owner/Agent's insurance does not cover Owner's Contents or Guest's possessions arising from theft or Guest's negligence. If Guest(s) initial opt-out clause: see 'Addendum A' below, Guest(s) assume responsibility for replacement costs of damaged or lost household contents arising from theft and or Guest(s) negligence during rental period.
- 35. Use of recreational sports equipments and Jacuzzi.** Guest(s) acknowledge certain risks of injury as well as health may result, from use of recreational and sports equipments, as well as bathing in a heated Jacuzzi. Unsupervised children under the age of fifteen (15) years of age are not allowed in the Jacuzzi. Use of these equipments are entirely at the Guest(s)'s own risk and the Guest(s) and individuals staying at Bali-ho under the Guest(s) agreement indemnify Owners and or Agent from responsibility of injury, illness or any untoward effects resulting from Jacuzzi and/or use of recreational sports equipments. *It is the responsibility of the guest(s) to replace any and all 'lost' sports or other household items either by theft or accident by time their departure or a replacement cost will be subtracted from the security deposit and or billed to the Guest(s).*
- 36. Force Majeure.** Events [weather, geologic occurrences and the like] not under the control of Owners and or Agents or will act as a full and complete defense for the Owner and or Agent and Guest(s) will hold harmless for these happenings and agree NOT to litigate. Guest(s) acknowledge that they to swim at their own risk.
- 37. Jurisdiction.** Any disputes arising under this Agreement will be settled/litigated under the Jurisdiction of the State of California. All Lessees and non-US residents agree by signing this Agreement to this legal Jurisdiction.
- 38. Severability.** In the event that any section/clause/paragraph of this document is held to not apply by a California court, all the other sections/clauses/paragraphs will remain in full force.
- 39. No advance viewing.** Guest(s) agrees to take property as-is and sight unseen. Owners and or Agent have described features of property on website and wherever possible all items will be in place. Occupant(s) agree(s) that absence of (a) given item(s) is not grounds for breach and or termination of contract. Where-ever possible Guest(s) will provide notification of any and missing items prior to accepting deposit and will attempt to provide these items by time of occupancy, unless otherwise specified.

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- **There will be NO SMOKING in the home**
- **There will be NO PARTIES, CATERING OR OUTSIDE MUSIC PERMITTED** without written consent of the Owners and or Agent
- **There will be NO WEDDINGS** in the house or on the property without the prior written consent of the Owners and or Agent
- **There is a telephone and answering machine for your convenience.** You need a calling card to make international calls, but are free to make in the United States.
- **Neighborhood Noise Restrictions** You will be in a quiet residential neighborhood please **keep noise to a minimum at all times** and in particular between **7 pm and 9 am**. Please be extra courteous to your neighbors - they all live here and are going to work in the morning.
- **No honking** Please do not honk your horn at anytime or spin your tires when leaving the driveway.
- **Garbage** Pick up is early Monday and Thursday mornings. Please put all household garbage in the outside bin and on Sunday and Wednesday nights, place on street curb, wheels facing towards beach. This is essential in order to keep tropical pests away from the home.
- **Sand** Please make sure every member of your party washes the sand off their feet every time before entering the house. **Please shower before entering spa, sand destroys the spa**
- **Surveillance** Guests acknowledge that web cams have been placed at the corners of the house to provide surveillance of the surrounding area
- **Please make sure that the hoses, outdoor showers and spa** are turned off completely when you are finished using them.
- **Towels and Linens** We have everything here for you. Sheets, Towels, Beach Towels are all available
- **Kayaks and sports equipments** should not be left unattended for any period of time. Please place all items in the shed, in the same location and lock shed when not in use.
- **When going to the beach** please use the beach towels and beach mats provided. Do not use bath towels for the beach. When returning from the beach, please rinse bodies and feet using the outdoor shower. Please make sure to shake the sand out of the beach towels and beach mats before coming inside and before putting items in the laundry.
- **Wet swimwear** Please do not lounge in wet swim-wear inside the house
- **Supplies** We have provided you with an initial supply of dishwasher detergent, dish soap, and bath soap, paper towels, toilet paper. Once these are gone, it is your responsibility to provide them for yourselves.
- **A broom, mop and vacuum cleaner** are located in the house in the closet under the stairs.
- **TV and Stereo** - There are TVs with DVD players and a stereo with cassette and CD player in all 4 of the main-house bedrooms. Please turn off stereo and TV before closing entertainment center in the living room
- **Planter Faucet Valve** – Behind the barbeque is the faucet for the planter sprinkler system. If you wish to use the water hose there is a Y connector with an individual hand controlled valve from this to turn on/off hose. Please do not turn off the main faucet this will turn off all water to the plants.

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