



Kolea Villas – Big Island of Hawaii

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Vacation Rental Agreement -

Kolea Villas will hereinafter be referred to as **Owner** and **Renter** will be referred to as **Guest**. Kolea Villas are located at 69-1000 Kolea Kai Circle, Waikoloa, HI 96738.

Terms of this agreement:

The term of this agreement begins at time of Check In at 4:00 PM and ends at 11:00 AM time of Check Out. Check Out times are strictly enforced. The number of guests is specified on the "payment information" contract. No additional overnight guests are allowed without prior written approval. The guest agrees that the Villa is to be utilized for temporary vacation occupancy and this agreement does not create a landlord/tenant relationship.

Surrender of Premises: The Guest will surrender the premises described herein in as good a condition as when the Guests checked in. Any excessive cleaning required, missing inventory or damages will be billed to the guest's charge card and/or deducted from the Security Deposit. Owner is not responsible for electricity, water, cable or telephone outages due to natural causes.

Waste, Nuisance and Disturbance of Peace: The Guest agrees not to commit or permit by others of any waste on the premises and the Guest shall not use or permit the use of the premises for any unlawful purpose. The Guest agrees not to Disturb the peace of the neighbors or surrounding persons nor to utilize or permit the use of the premises in such a manner as to constitute a disturbance of the peace or a nuisance.

No Smoking and No Pets: Pets are not permitted. This is strictly a NON-SMOKING property, which includes both inside and outside areas. There are NO exceptions. Violators will be assessed a substantial cleaning/deodorizing fee.



Kolea Villas – Big Island of Hawaii

Events: The Homeowners Association occasionally allows (with advanced permission) special events such as weddings, parties or large gatherings. If you are interested in such an event, let the Owner know so that we can contact the HOA for the required permission. Otherwise, such events are not allowed and the guest will be charged for any costs (including fines) imposed or incurred by the Guest.

Telephone and Fax: The Hawaiian Islands, Alaska and Continental United States are free unlimited phone calling for Kolea Luxury Villas Guest. A Guest must use their own personal phone or credit card for any other calls. There are no exceptions. Guest is subject to fees (including fines) if calls are made other than as described USA Hawaii and Alaska.

Lockouts and Lost Keys: Lost keys and lock out charges vary depending on the time of day and how many keys are lost (\$25-\$125).

Kolea Villas - Rental Agreement - Payment Information

Payments: We accept VISA, MasterCard, American Express (a small fee may apply for American Express), personal checks (in some cases), certified checks, money orders and cash.

Minimum Stay required: Minimum stay is 3 nights. Holiday Season (December 17 – January 7) Minimum stay is 7 nights unless otherwise arranged with Owner.

Cleaning Fees: Cleaning fees range from \$225.00 to \$275.00 depending on Villa and number of persons in the party. A Cleaning fee of \$25.00 per person will be charged for each person over 6 and up to 8 (where 8 may apply). Stays that are more than 10 days are subject to interim-cleaning fees. For example, if you reserve a Villa for 28 days there would be a required two interim-



Kolea Villas – Big Island of Hawaii

cleanings. The interim clean is in addition to the exit cleaning fee after check out.

Taxes: There is a 4.166% Hawaii State General Exercise Tax (GET) and a 7.25% Hawaii State Transient Accommodation Tax (TAT). These total 11.416% and are due on the total rental amount, excluding the security deposit. These taxes are subject to change without notice according to the State of Hawaii stated tax requirements.

Deposits and Payments: Initial deposit is two nights at the rate indicated in this contract (unless Holiday Rate which is a three night deposit). This deposit must be received to confirm a reservation. If arrival date is 60 days or less, full payment is due at the time of booking. Holiday Season bookings require a 3 night deposit at the rate indicated in this contract. For rentals greater than 2 weeks, the deposit shall be 4 days.

Security Deposit: A \$500.00 refundable Security Deposit is required at the time of booking. The deposit will be refundable within 30 days of departure, after review of Villa inventory, any damages incurred, and any long distance phone usage outside of the covered free call for Continental USA and Hawaii.

Cancellation: Reservations that are cancelled for any reason are assessed a booking fee of \$125.00. If cancellation occurs between 90 and 120 days an additional 25% of the initial deposit is forfeited. If cancellation occurs between 90 and 60 days then another 25% of the initial deposit is forfeited or a total of 50% of the initial deposit. If cancellation occurs within 60 days there are no refunds unless the Villa can be re-rented in which a case, a prorated refund will be made. If the Villa remains unoccupied, all rental payments are retained, except for cleaning charges and security deposits. After arrival there are no refunds for any reason. No Shows and Early Departures are subject to full forfeiture. For Holiday Season (December 17 – January 7) a cancellation within 90 days prior to arrival is subject to full forfeiture.



Kolea Villas – Big Island of Hawaii

We strongly recommend that you secure and protect your vacation reservation with **Travel Insurance**. For information on **Insurance Travel Plus & TraveLite**: Call 800-228-9792 or Visit www.travelexinsurance.com Also, we can refer you to a travel professional for more information on Travel Insurance.

Kolea Villas - Rental Agreement -

Final Payment: We accept Visa, Master Card or debit cards only for final payment. We will automatically process your card 60 days prior to arrival for the final payment and in case of Holiday Season final payment is due 120 days prior to arrival unless notified before this time of intent to cancel. If you prefer to pay final payment via check please notify us at the time of booking as the check will have to arrive within 70 days as additional time will be required for the check to clear (usually 10 days). If a booking reservation is within 60 days of arrival, the full balance is due at the time of booking.

Hold Harmless and Indemnity: Guest agrees to hold Owner harmless for any damages to Guest, Guests family, Guests of the Guest or any other persons occupying or utilizing the premises during the term or rental which arise or occur as a result of Guests use or occupancy of the premises. Guest further agrees to indemnify Owner for any damages claimed, alleged or causes to Guest or third parties by use of occupancy of the premises by Guest or third parties.

NOTE THE CHARGE TO YOU CREDIT CARD WILL APPEAR AS “BRUINGTON ENTERPRISES”.