

**Rental Agreement for Kamaole Sands unit 9-107, 2695 South Kihei Road, Kihei HI 96753**

**PAYMENT.** The \$200 deposit is non-refundable. Full payment must be received 60 days prior to your arrival. For reservations received short of 60 days, full payment must be sent within seven days of receipt of contract. Reservations may be subject to cancellation if full payment is not received within these time frames. All amounts are in U.S. dollars. Payment must be made by a check drawn on a U.S. Bank, PayPal or credit card.

**CANCELLATIONS.** There are no refunds for cancellations of less than 10 days prior to your stay or for no-shows. Cancellations more than 10 days prior to your stay are refundable less the deposit.

**INCLUSIVE FEES.** Rates include a one-time linen-towel setup and final cleaning. Resort use fees are included in the rental rate.

**NO DAILY MAID SERVICE.** While linens and bath towels are included in the unit, daily maid service is not included in the rental rate however is available at an additional charge. Beach towels are available for use and self cleaning.

**RATE CHANGES.** Rates subject to change without notice prior to confirmation.

**CHECK-IN/OUT TIMES.** Check in time is after 3 P.M. HST. Check out time is 12 noon HST unless late checkout has been purchased.

**MAXIMUM OCCUPANCY.** The maximum number of guests per condominium is limited to four (4) persons.

**SMOKING.** This is a NON SMOKING unit. Violation of this rule will result in a \$250 surcharge for cleaning.

**PETS.** Pets are not permitted in rental units under any conditions.

**QUIET HOURS.** Kamaole Sands enforces quiet hours from 10:00PM to 8:00AM.

**BARBEQUES.** Any outdoor cooking must be done only in one of the 15 designated barbeque stations.

**PARKING PASSES.** A parking pass and gate code will be issued upon check in. Failure to park in the designated stall or designated visitor stall will result in a citation, vehicle boot or towing.

**SUBLET.** This agreement may not be assigned to a third party. Subletting the property to a third party is not allowed.

**HURRICANE OR STORM POLICY.** No refunds will be given unless:

- a. The National Weather Service orders mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
- b. A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest. The day that the National Weather Service orders a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:

1. Any unused portion of rent from a guest currently registered,
2. Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten their stay, to come in after the Hurricane Warning is lifted; and
3. Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

**WRITTEN EXCEPTIONS.** Any exceptions to the above mentioned policies must be approved in writing in advance.

**FALSIFIED RESERVATIONS.** Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.

**GOVERNING LAW AND VENUE.** The laws of the State of California shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. Any legal action to be filed to resolve issues or disputes regarding this agreement shall be brought in the Superior Court of the County of Santa Cruz, State of California.

**DESIGNATED LOCAL CONTACT.** In compliance with HB2078 the local contact is Maui Rental Connections (808) 269 4942.

By Signing Below, I agree to all terms and conditions of this agreement.

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_