

## KAMAOLE SANDS 6-109 RENTAL AGREEMENT

This Rental Agreement (the "*Agreement*") is made by and between Elena and Igor Kounitski ("*Homeowner*") and [REDACTED] ("*Guest*") as of the date last set forth on the signature page of this Agreement. In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending legally to be bound, agree as follows:

1. Property. The property is located at: 2695 S. Kihei Road, #6-109, Kihei, HI, 96753  
Condo's land line # 808-270-4111
2. Rental Party: The rental party shall consist of Guest and the following persons (list all names):

[REDACTED]

[REDACTED]

3. Term of the Lease. The lease begins at 3 PM on November 1, 2019 (the "*Check-in Date*") and ends at 11 AM on November 8, 2019 (the "*Checkout Date*").  
No early check-ins or late check-outs unless prepaid and prearranged with Homeowner.

4. Occupancy: 2 adults

5. Rental Rate and Fees (in USD):

Your reservation deposit of \$260 is due immediately.

Rental rate and fees are as follows:

\$150 per night x 7 nights =	\$1050
Cleaning fee	\$130
Hawaii State Tax (14.42%)	\$170.16
<b>TOTAL</b>	<b>\$1350.16</b>
Less deposit	\$(260)
Final Balance	<b>\$1090.16</b>

The Final Balance is due on or before 6 PM on September 5, 2019.

Taxes and cleaning fee are subject to change. If an increase happens before the arrival date, the owners will provide a notice and the guest agrees to pay the difference.

Guest's Signature: [REDACTED] Date: [REDACTED]

6. Security Deposit: A security deposit of \$300 is due at least 30 days prior to arrival. It is a separate personal check written out to the Homeowner's name and mailed to the Homeowner's address set forth on the signature page of this Agreement. This check will not be cashed, but will be held by the Homeowner. If there are no damages to the Property attributed to the Guest, the Homeowner will void the check, email the voided copy to the Guest, and destroy the original in 10 days after the Checkout Date.

7. Refund Policy: The Homeowner will put forth best efforts to correct any inconveniences, broken appliances or minor repair work on the property during Guest's stay. If problems exist that are not within Homeowner's control to repair during Guest's stay, the Homeowner may choose to issue a partial or full refund of the fees paid by Guest, but in no event should a refund of any amount be expected by the Guest.

8. Cancellation Policy: If Guest wishes to cancel the reservation, the cancellation request must be sent to Homeowner in writing. Homeowner will do everything possible to re-rent the cancelled dates and refund the charges paid by Guest prior to the cancellation. All charges paid will be refunded as follows:

- a. If Homeowner is able to re-rent the cancelled dates for the full amount indicated in Guest's Rental Agreement, Homeowner will refund all charges paid to Homeowner by Guest minus a cancellation fee of \$200.
- b. If Homeowner is able to re-rent the cancelled dates for less than the full amount indicated in Guest's Rental Agreement, Homeowner will refund prorated amount minus a cancellation fee of \$200.
- c. If Homeowner is not able to re-rent the cancelled dates, Homeowner will not refund any charges paid to Homeowner by Guest.

For cancellations on or after arrival date all funds are forfeited. Early departure does not warrant any refunds.

9. Insurance: Guest is aware of his/her rights to purchase travel insurance and has made a decision involving travel insurance with respect to this booking, for which decision the Property Owner is not responsible.

10. Liability: The Guest is granted access to the property and many of personal property items that exist within the property. To the fullest extent permitted by law, the Guest agrees that the use of any personal and real property belonging to the Homeowner is at the Guest's own risk and agrees to release Homeowner of all liability associated with using such property. Guest agrees to abide by the terms of the General Release of Liability attached as Exhibit A and must execute the Exhibit A for this Agreement to be enforceable.

Guest's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

11. House Rules: The Guest agrees to abide by the House Rules attached as Exhibit B at all times while at the property. The Guest is responsible for enforcing the House Rules with all members of the rental party and anyone else Guest permits on the property during the Guest's stay. Any violation of these House Rules by Guest, members of rental party, or anyone else Guest permits on the property during the Guest's stay may result in penalties against the Guest.

12. Payment: Acceptable payment methods are US personal check, money order, Canadian bank draft in USD all in immediately available US Dollars. If you wish to use a credit card or Pay Pal, a 3% fee will be added to the total for US guests and 5% fee - for foreign guests. We can also accept bank transfers with an added \$15 fee.

This Agreement is duly executed as of the day and year set forth below, as evidenced by the signatures of the parties.

Guest

Homeowner

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: Igor and Elena Kounitski  
Hawaii Tax ID: TA-150-172-6720-01

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Phone # (cell phone during stay):

Phone #: 650-799-1389

\_\_\_\_\_

Fax #: 650-475-8470

Address: \_\_\_\_\_

Address: 4763 Calle de Lucia,

\_\_\_\_\_

San Jose, CA 95124

**EXHIBIT A**

GENERAL RELEASE OF LIABILITY

**Liability waiver - Please read carefully - this limits the liability of Homeowner.**

Whereas, this General Release of Liability is in reference to the terms of the above signed Rental Agreement; and

Whereas, the Guest has been granted access to the property and many of personal property items that exist within the property. To the fullest extent permitted by law, the Guest agrees that the use of any personal and real property belonging to the Homeowner is at the Guest's own risk and agrees to release Homeowner of all liability associated with using such property.

Therefore, the Guest hereby agrees that he/she shall not file any claim, action or lawsuit against Homeowner, their representatives or agents for costs or damages arising from Guest's use of any personal and real property belonging to the Homeowner.

Homeowner does not permit use of any of Homeowner's Property other than by the Guest and hereby disclaims any claims of liability associated with the Rental Property or property within and around the property. Guest agrees to be held solely liable for actions of his/her guests, whether they be registered or unregistered guests, at all times, and by doing so to save harmless Homeowner, their representatives or employees from any and all claims arising from their guest's use of the property.

The Guest hereby acknowledges that they must close and lock all windows and doors when they are away from the property for any amount of time. Guest hereby acknowledges that Homeowner, their representatives and employees are not responsible in any way for theft that may occur on or to your personal property during your stay at the property.

Guest agrees to indemnify and save harmless Homeowner, their representatives or employees from any and all liability, negligence on the part of either party, loss, damage, injury or death resulting from the use of the property, its fixtures and contents.

The Guest hereby acknowledges that they have been informed that the property is NOT a child-proofed property or dwelling. It is the Guest's responsibility to monitor the activities of all minor children in their care while on the property.

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

Guest's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **EXHIBIT B**

### HOUSE RULES

#### **General Rules**

Check-in time is 3 PM. Check-out time is 11 AM. NO early check-ins or late check-outs, unless specified in your rental agreement. Maximum occupancy: 4 guests or 2 adults with up to 4 younger children. NO SMOKING is permitted in or around the unit, including lanai. NO PETS are permitted. Violation will result in the loss of your security deposit.

Guest's Initials: X \_\_\_\_\_

#### **Registration**

Guests must register at the management's front desk upon arrival. It is open 24 hours 7 days a week. There are two fees that are collected by our resort when you check in: \$40 Resort fee and \$27 Reservation fee = \$67 total one-time. We don't collect this, please be prepared to pay. They will issue you a parking pass, give an access code to the pool and gates and WiFi name and password. Renters must display parking in the car at all times, and park in their assigned parking space. Leave the parking pass inside the unit upon departure.

Guest's Initials: X \_\_\_\_\_

#### **NO Keys Needed**

Keyless Entry Code will be emailed before arrival in the condo information file.

Use the deadbolt from inside the condo ONLY! We don't provide the key to the deadbolt.

Guest's Initials: X \_\_\_\_\_

#### **Mid-Stay Cleaning**

We ask all guests staying over 8 nights to pay \$85 for a mid-stay cleaning (the cleaners will clean all condo, except linens/towels/fridge). The water on Maui is very hard and professional cleaning allows to prevent deposit build-ups.

Guest's Initials: X \_\_\_\_\_

#### **Electrical Usage and Air Conditioner**

Electricity is approximately six times more expensive on Maui than it is on the mainland. Please use the Air Conditioner sparingly and intermittently!

We installed a portable AC in the bedroom (in addition to the living room AC). It collects water into a bucket behind that has to be emptied regularly if you are using the AC. We installed a timer for the living room A/C – please use it as intended. Broken timers might incur replacement charges.

If you are gone, do NOT have the A/C on. Try to NOT use the A/C at night while you sleep. The breeze is wonderful to sleep in. We have natural "air conditioning" here on Maui. It is called the trade winds. Keep your windows and glass blinds open. Turn on your ceiling fans, it will make your unit cool. Take advantage of these trade winds!

These are general guidelines; we understand that when weather is very hot you will use the A/C as needed. The important thing to recognize is that setting the AC to super cool, e.g. 65-75F, is a waste of energy. The concept of ambient temperature difference says that if the inside is a few degrees cooler than outside you'll feel quite comfortable.

Guest's Initials: X \_\_\_\_\_

#### **Owner's Closet**

Beach chairs, umbrellas, boogie boards and other items in the closet must be replaced if broken. If I can't replace them, I agree that the replacement charge is retained from my security deposit. I will not leave any food / cans / bottles, etc. in the bedroom closet before my departure. All food items left should be put on the kitchen counter before your departure.

Guest's Initials: X \_\_\_\_\_

### **Condo Supplies**

We provide some laundry detergent, hand soap, and paper products, as well as some spices, salt and sugar. There might be other useful supplies that other guests have left. If you use a lot of something or finish a bottle or a pack, make sure to replace what you have used, to buy new, so the next guest could also use what you had used. We can't replenish supplies after every guest, so we count on you for keeping the condo well stocked.

Guest's Initials: X \_\_\_\_\_

### **Chaise Lounge**

We have a cover for our chaise lounge on the lanai. Please always keep the cover on. If you are staying over a week, make sure you wash/dry the cover and put it back. We hope you will appreciate the cleanliness of the chaise lounge. Washing it is very easy, and will save us additional charges by cleaners, as this would be outside of their regular cleaning responsibilities. Do not take the cover to the beach or use as a towel.

Guest's Initials: X \_\_\_\_\_

### **Food & Trash**

Do not leave open food around condo and take out trash daily, as in any warm climate, insects and bugs should not be encouraged.

Guest's Initials: X \_\_\_\_\_

### **Furniture**

Do not sit on upholstered furniture with suntan oils or lotions on or in wet swimsuits – it stains the upholstery and is very hard to remove. It's best to use a flat bed sheet to cover the sofa during the day.

Guest's Initials: X \_\_\_\_\_

### **Laundry**

**I agree to not leave more than 1-2 loads of laundry for the check-out cleaning.** A bath towel, hand towel, wash cloth and one beach towel is provided for each occupant. Owners try to provide the detergent, but be prepared to buy some if necessary or to bring some of your own. Leaving over 2 loads of laundry will result in additional charge of \$25/load. Please leave all dirty laundry on the floor and all clean laundry on the dining table.

Guest's Initials: X \_\_\_\_\_

### **Pest Control**

All condos in Kamaole Sands are sprayed quarterly by a local company Aloha Pest Solutions. Future dates are December 13, 2019 and in 2020 - March 13, June 12, September 11 and December 11. It takes a few minutes and the spray is plant-based and non-toxic. Guests can obtain a sheet from the front desk showing what is being sprayed. Guests can opt-out if they bring a medical waiver from the doctor. Otherwise, the refusal of the guest to allow spraying can result in a \$100 fine assessed to the condo or an additional payment for treatment at another date, and the guest will be responsible for those expenses.

Guest's Initials: X \_\_\_\_\_

### **During Your Stay**

Upon check in, if I find any broken items or there are issues with cleaning, I will contact the housekeeper (the name and phone will be provided in the final information file). For any other issues, I will contact the owners Elena or Igor Kounitski at (650)799-1389. If the owners can't be reached and the issue is urgent, I will contact the housekeeper. I agree to call the above contacts to report any damages caused during my stay. I assume full responsibility for any damages incurred by me or a member of my party during our stay and agree that the charges for damages or/and any extra cleaning involved are retained from my security deposit. I understand that there is no daily maid service. I agree to maintain the unit in good order during my stay and to leave premises in a clean and tidy condition. Cleaning supplies are provided in the unit.

Guest's Initials: X \_\_\_\_\_