

PRIMO HAWAII PROPERTIES

RENTAL AGREEMENT

RESERVATION POLICIES, TERMS AND CONDO INFO.

This short-term rental agreement is a legal contract between Primo Hawaii Properties (also referred to as Property Manager) and you, the Renters (also referred to as "Guests").

TERMS AND POLICIES:

- Minimum age of at least one parent or guardian staying in the condo is age 23.
- Pets are not allowed in rental units under any conditions.
- No Smoking in any unit or on the lanais is permitted. *Doing so will result in forfeiting your deposit due to special cleaning charges.* Thank you for your compliance. There are designated smoking areas or outside areas to smoke.
- Renters agree to make known the terms of the Rental Agreement and all House Rules to all tenants and their guests.
- We provide a starter pack including complimentary body soap, dish soap, paper towels, toilet paper. Once these items are used, it is up to you to replenish as nec.
- Falsified Reservations: It is important to note that only the names and number of guests identified on the Guest Registry are permitted to stay at the property. You agree not to sublet, share or assign the property to any persons. Please ensure that we are notified of any changes to the original reservation. Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit or rents, and the party will not be permitted to check-in or be subject to immediate cancellation of the booking.
- You will be staying in a privately owned property that has neighbors, and is also a residential condo. Please ensure that you act in a neighborly manner and keep noise to a minimum before 8 a.m. and after 10 p.m. Absolutely no large gatherings or parties are permitted. There is a zero tolerance noise policy. Excessive noise is not permitted and if the building security or police are grounds for an immediate termination of the rental agreement and occupancy, with no refund.
- Please let us know right away if anything breaks or is damaged, or needs attention or replacement. We want address anything that requires attention, repair or replacement be done as quickly as possible for your continued enjoyment.
- INTERNET ACCESS: Free Wi-Fi Internet access is provided. Some properties also have telephone service with nationwide and Canada calling. No other international calling is available.
- AIR CONDITIONING POLICY: Guests AGREE TO TURN OFF the Central A/C or each window A/C whenever not in the unit. If the A/C is found to be on or left on after departure there will be an additional charge.
Note that it is a violation to leave the A/C on and let condensation drip onto the lanai and to the condo below, this is a fineable offense. We provide drip pans (at Waikiki Lanais), which must be emptied (to the sink) periodically.
- LANAI USE: Pls. do not hang towels to dry over lanai (balcony) railings – this is a

violation of condo house rules.

- Garbage Disposal Use: Do not put in potato peels or pineapple cores and the like. Guests will be charged for unclogging or garbage disposal replacement if abused, or if the plumbing requires snaking to free clogs caused by improper use.
- Equipment Failure: In the event of failure of an equipment or appliance please notify us immediately so that we may remedy the problem. We will not be held responsible for any equipment failure in the property, provided that arrangements are taken for its timely repair. If repairs cannot be effected to major household equipment such as power or water supply or air conditioning within a 24 hour period, we will do our best to move you to another comparable property, subject to availability. If this is not possible, our total liability shall not exceed the amount of one full week of rental payment.
- DISCLAIMER: Flora and Fauna: Although our units are well-maintained and professionally treated for pest control on an ongoing basis, Hawaii's tropical climate harbors a wide variety of plant, animal and insect life. You may see more insects and small lizards (geckos) during your stay here than you are accustomed to. This is not a sign of infestation. Please notify us promptly if you encounter more than a few live insects, so we may take appropriate action and call for pest control service. An encounter with a pest inside or outside your rental is not reason for termination of your rental agreement, nor a refund of all or any part of your monies.
- Your stay property is in a privately owned unit, along with all furnishings. The guests agree to compensate the owners for any damages, including any damages, which should happen to exceed the security deposit amount.

PAYMENT POLICY:

- Full payment is due 30 days prior to check-in. A rental deposit of 25% of the rental amount is required to reserve a stay. We accept Visa, Discover and MasterCard. A fee of 2.5% of the total amount being charged is assessed on foreign credit cards. Bookings made less than 30 days to arrival: Payable in full.
- PAYMENT: If payments are not received on or before the due dates, the reservation is subject to cancellation without refund.

CHECK-IN, CHECK-OUT TIMES:

- Checkout: 11 a.m.
- Check-in: 3 p.m.

Since guests may typically be arriving on the same day as your departure, please strictly adhere to the check-in/check-out times listed above. The housekeepers need adequate time to prepare the unit. If a unit is ready and vacant on the day of your arrival an early check-in is permitted. Late checkouts are available if there is no incoming guest, for a fee of \$50. If desired, please inquire and confirm in advance.

Lockbox Code: Guests do a self check-in, and the lockbox info. will be notified to you after receipt of the executed rental agreement and payment in full. The lockbox, arrival and condo information will be emailed to the renter approximately 10 days prior

to the arrival date, when we schedule upcoming housekeeping and check-ins and checkouts.

- **SECURITY DEPOSIT:** The security deposit is \$300. Guest hereby gives credit card authorization for damages. No deductions shall be taken provided the following provisions are met:
 - No damage is done to the unit or its contents, beyond normal wear & tear.
 - No charges are incurred due to contraband, pets, or collection of rents or services rendered during the stay, or disobedience of building rules re. noise, pool hours, damage to common areas, etc.
 - All debris, rubbish and discards are placed in trash room/chute, and soiled dishes are washed.
 - All keys, security fobs and parking fobs are left on the counter and the designated lockbox. The unit must left locked.
 - All charges accrued during the stay are paid prior to departure.
 - No linens or towels are lost or damaged.
 - The renter is not evicted by the representative of the owner, local law enforcement, or the building security.
- The security deposit is refunded to the renter's credit card after checkout, granted the property is left in good order and checkout policies followed. The refund of the security deposit takes approximately 7-10 days after checkout to reach your account.
- Additional cleaning charges due to property left in an unusually messy or dirty state, or with dishes unwashed and trash not disposed of in trash chute, or amenities are mistreated and/or damaged may be charged an additional fee for extra cleaning time or replacement, which will be deducted from your security deposit.

CANCELLATION POLICY:

- A cancellation becomes effective from the date that it is received in writing by fax or email.
- Cancellations will forfeit the reservation deposit and payments made thus far, and are liable for the balance. However should you need to cancel, we always attempt to rebook your dates and if successful, will refund accordingly less a \$200 cancellation fee. If less than 30 days to the stay date, no refund is given.
- Cancellations or changes that result in a shortened stay are liable for the original reserved dates and payment. Cancellation or early departure does not warrant any refund of rent. If you pay in full at the time of booking, please be advised that all payments once made are non-refundable.
- If Cancellation Notice is received 120 days (120+ days) prior to commencement of the rental term: the rental deposit is refunded, less a \$200 cancellation fee.
- If Cancellation Notice is received less than 120 days (0-119 days) prior to commencement of the rental term: Renter shall forfeit the prepaid deposit and rents including taxes. In the event rent and taxes have not been collected, the rental deposit shall be forfeited, a \$200 cancellation/rebooking fee shall apply. If we are able to rebook the dates, those rents will be refunded. The amount refunded will be for the amount we are able to rebook the stay dates for (minus the cancellation fee).

- Rental Terms may be extended, subject to availability, only by the execution of a new rental agreement, and the prepayment of the additional rent and taxes related to the extended term. Each modification resulting in the issuance of a new agreement and revised quote will incur a \$50 fee.
 - Reduction of the Rental Term (subject to minimum stay): must be submitted to the agent 120 days (120+ days) prior to commencement of the rental term, or:
 - Reductions made after 120 days (120+ days) prior to commencement of the rental term shall not result in a refund or reduction of the final balance due.
- HURRICANE OR STORM POLICY: No refunds will be given unless: a. the National Weather Service orders a mandatory evacuation order in a Tropical Storm/Hurricane Warning area and/or Storm/Hurricane directly pertaining to the unit of a vacationing guest. The day the National Weather Service orders a mandatory evacuation order in a "Tropical Storm/Hurricane Warning" pertaining to a guest's unit, we will refund:
- Any unused portion of rent from a guest currently registered, b. 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 c. any advance rents collected or deposited that is scheduled to arrive during the "Hurricane Warning" period.
- PARKING: With the exception of Waikiki Lanais, no parking comes with the unit, however is available by advance reservation and payment (at Royal Aloha), or through a public garage, or valet parking.
 - NO DAILY HOUSEKEEPING SERVICE: While linens and towels are provided in the unit, daily maid service is not included in the rental rate or cleaning fee.
 - SURCHARGES:
 - Lost Security Keys/Fob \$100 each for fobs, \$10 each for keys.
 - Lost Entry, Mailbox keys \$30 each
 - Lost Parking Gate Fob \$100 each (for Royal Aloha only)
 - Lockout Assistance \$30 each occurrence
 - Door Lock change or rekeying Actual Locksmith charge + \$75 fee
 - Soiled or misused linens per each linen(s): \$50 Twin, \$70-Queen, King
 - Soiled or misused Towels: bath towel-\$10, bath mat-\$18, hand towel-\$7
 - Note that although it seldom occurs, we reserve the right to place a guest in a comparable unit in the same building, so as to accommodate guests and scheduling concerns. All of our condos are higher floor, upgraded and fully equipped for short or long-term stays.
 - The Property Manager reserves the right to refuse service to anyone at its discretion.
 - The terms herein of this Rental Agreement supersede any prior agreements or "House Rules" on any of the rental properties, i.e., fees and surcharges for items or services.
 - INDEMNIFICATION: Owner and Agent are not responsible for lost, stolen or misplaced items left in the premises. Guests hereby indemnifies, holds harmless Agent and Owner from and against all claims, damages, expenses (including, without limitation, attorney's fees, legal recovery costs), liabilities and judgments.

DISCLAIMER: All of the units are privately owned and renters agree to indemnify the owners and the property manager of legal expense or payment of claims arising out of bodily injury, personal property damage, loss of personal belongings or valuables by the renters, personal injury occurring on or about the premises, or by vandalism, inclement weather conditions, or accidents related to fire. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

TRAVEL INSURANCE:

We recommend all guests consider purchasing travel insurance. If you wish to purchase travel insurance, go to www.csatravelpro.com for details and to purchase, or you may purchase travel insurance or property damage protection insurance when booking online with VRBO/HomeAway.

AGREEMENT: I agree that all rental monies are non-refundable as per cancellation policy above. I have read my rights to purchase travel insurance. Note: Tenants reserving stays online who have already electronically (i.e., on VRBO, vacatinorentls.com, or HomeAway) accepted the Rental Agreement online are asked to please fill out the Rental Agreement form separately and the Guest Registry so that we have your address and contact info.