

The Kulakane

West Maui Oceanfront Condominiums

Rental Agreement

Guest Name	# Adults & Teens	# Children	Bedrooms	Room #	Check-In Date / /
Street Address	City		State	Zip	Check Out Date / /

This is an agreement between the above-named guest ("Guest"), representing all persons in the party for which this reservation is made and Kai Mua Vacation Rentals, LLC ("Kai Mua LLC"). Kai Mua LLC is a rental management cooperative offering vacation rental at The Kulakane Condominiums, 3741 Lower Honoapi'ilani Road, Lahaina, HI 96761. This agreement describes the obligations of both parties.

The deposit will hold the reservation for 14 days. This agreement, along with the attached House Rules, must be signed or initialed as indicated at the bottom of each page, and returned by fax, mail, or email within 14 days of the deposit date, or the reservation may be cancelled and the deposit returned.

PAYMENT & CANCELLATION

Payment of the deposit and balance of the rental fees and taxes may be made by valid VISA, MasterCard or Discover credit cards, money order or by personal check. Payment of the balance of rental fees and taxes must be made by no later than 90 days prior to Check-In Date. If any form of payment tendered by Guest is declined or returned by the bank, Kai Mua LLC may cancel the reservation and return any valid deposit or other funds (minus \$50 cancellation fee) to Guest. If any form of payment is not honored by the bank or credit company, the payment will be deemed to be unpaid.

Reservations may be cancelled at any time prior to 90 days before the check-in date. In such cases, Kai Mua LLC will return the initial deposit amount, minus \$50 cancellation fee. **No refunds will be made for cancellations within 90 days of the check-in date except to the extent that Kai Mua LLC is able to rent the same condominium unit.** To that end, Guest may find another qualified party acceptable to Kai Mua LLC to rent the same condominium unit for the same dates (or whatever dates of the original reservation are still available) and notify Kai Mua LLC of the intended transfer. In such cases, Kai Mua LLC will return all payments made by guest after the new party has replaced the funds held (or due) with a valid form of payment, and has returned the signed rental agreement.

Guest initial here _____

CHECK-IN & CHECK-OUT

All check-ins and check-outs will be at the rental management office located at the Kulakane, 3741 Lower Honoapi'ilani Road, Lahaina, HI. Directions to the Kulakane may be found at <http://www.kulakane.com/driving-directions.asp>. Guests may check in between 2:00 PM and 4:00 PM on the Check-In Date, or at other time by prior arrangement. For Saturday or Sunday arrivals, contact the rental management office at (800) 367-6088 by the preceding Friday to make arrangements.

Guests must check out by 11:00 AM on the Check-Out Date. In some cases, late check-out arrangements can be made in advance and at extra cost (if rental and cleaning schedules allow).

Guest agrees that no more than the number of persons indicated on the first page of this agreement will occupy the condominium unit, except with specific approval of the rental manager, as indicated and initialed on this agreement.

On rare occasion, Kai Mua LLC may re-assign Guest to a different condominium unit of similar or better type if necessary for business purposes, or for maintenance or repair. In the event of such reassignment, Guest will be notified as soon as possible.

HOUSE RULES AND RESPONSIBILITY FOR DAMAGE

Guest is responsible for any damage, stains, or soiling beyond reasonable wear and tear to the condominium unit or any other component of the condominium complex caused by Guest or any person in Guest's party. Guest agrees to pay for any such damage, and specifically authorizes Kai Mua LLC to charge the credit card used for deposit or balance payment for the actual costs and expenses incurred in repairing, cleaning or replacement, as required. Guest may alternatively arrange for other means of payment in such cases.

Guest agrees to abide by the House Rules (attached), including the Pool Area Rules. Undersigned Guest is responsible for ensuring that all persons in his/her party abide by the rules.

NO SMOKING IN THE CONDO UNIT OR ON THE LANAI – SMOKING IN DESIGNATED AREA ONLY

All condominium units offered for rent by Kai Mua LLC are 100% non-smoking. Smoking is prohibited within the condominium unit, the lanai (balcony or rear deck), and all areas of the property except the designated Smoking Area (near the office). Guest agrees that a \$300 smoke-removal fee will be charged in the same manner as damage charges discussed above if Guest or any person in Guest's party smokes in the condo or on the lanai. Smoking is allowed in the designated area of the Kulakane property only.

I have read this agreement carefully and agree to all terms and conditions.

Signature of Guest

Date

Print Name

KULAKANE HOUSE RULES

These House Rules are intended to protect your safety and prevent the actions of others from disturbing your enjoyment. All occupants are required to comply with these House Rules.

GENERAL RULES

- 1. No Smoking except in designated area.** The Kulakane is a nonsmoking property. Smoking (including e-cigarettes) is allowed ONLY in the designated area near the office.
- 2. No glass by the pool.** No glass or other breakable item is permitted on or around the pool deck. Only unbreakable items (*e.g.*, plastic or metal) are permitted. If breakage occurs, the person responsible shall be responsible for the cost of cleanup, including draining the pool and the reclamation of glass if necessary.
- 3. No walking on the seawall.** Walking, dancing, or exercising on the sea wall is dangerous and is prohibited. Please be careful while sitting on the seawall.
- 4. Be considerate. Observe quiet hours.** All noises shall be controlled so as not to constitute an unreasonable disturbance or annoyance to others. All residents shall observe quiet hours from 10:00 PM to 7:00 AM. Conch shell blowing is at sunset only.
- 5. Do not hang items from lanai railings.** Please do not hang or drape items (such as towels or swimwear) from lanai railings. Such items may be left on lanais or lanai chairs for drying in a neat and orderly manner. All items are to be put away daily and are not to be left on lanais overnight.
- 6. Stay inside the lanai safety railings.** No sitting, standing, or lying outside the lanai railings on the upper floors.
- 7. No skateboarding, etc.** Use of skateboards, roller-blades, roller-skates, and/or scooters is prohibited anywhere on the property.
- 9. Beach and ocean hazards exist.** Access the beach and ocean at your own risk. "If in doubt, don't go out."
- 10. Please don't feed the birds** or pick flowers. Approach the sea turtles only from a respectful distance and do not disturb them.
- 11. No fishing** or cleaning of fish from the property. You are welcome to fish from the beach.

POOL RULES are posted in the breezeway. Please observe them. Pool hours are 9:00 AM – 9:00 PM daily.

LAUNDRY ROOM HOURS are 7:00 AM - 9:00 PM daily.

In case of a building emergency (*e.g.*, a major plumbing, electrical problem, or any unsafe condition) contact Kulakane Site Manager Tony James in Unit #312. The Site Manager is not responsible for maintenance inside the condo units. For routine maintenance problems such as burned-out light bulbs, broken appliances, dripping faucets, *etc.*, contact your rental manager.

In case of medical emergency, call 911.

Guest sign here _____

POOL AREA RULES

These rules are intended to protect your safety and prevent injury or disturbance to persons at or near the pool. Please be respectful of others' enjoyment of the property.

Pool hours: 9:00 AM to 9:00 PM

No glass or other breakable items are permitted on or near the pool deck. In the event of breakage, the responsible party will be charged for the costs of cleanup and glass removal.

No walking on the seawall. Walking, dancing, or exercising on the sea wall is dangerous and is prohibited. Please be careful while sitting on the seawall.

Children under 12 must be accompanied by a responsible adult while in or near the pool.

No horseplay is permitted in or around the pool or lawn area.

No pool games are permitted.

No running or jumping into pool is permitted.

Please completely remove sand and saltwater before entering pool.

Infants and toddlers are required to wear leak-proof swim diapers.

No flotation devices, toys or other equipment such as fins, SCUBA gear are allowed in the pool. However, persons of limited swimming ability may use small tubes, water wings, or similar devices for safety.

Avoid spreading infections. Please do not enter the pool if you have, or may have, an infectious disease or sores, or are wearing any type of bandage to cover a wound.

Pool chairs and lounges must be covered with a towel when in use.

Temporary moving of furniture is permitted. Please carefully return them to their original location after use.

Enter the beach and/or ocean at your own risk. Beach and ocean hazards exist.

Guest sign here _____