

RENTAL AGREEMENT

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Thank you for choosing our home for your vacation. We hope that you have pleasant stay. The Property is located at:

Honua Kai Resort & Spa
Konea Building (North Building), Unit # 104
130 Kai Malina Parkway, Lahaina, HI 96761

Local Contact:

Richmond Consulting, Inc.
28 Aea Place, Lahaina HI 96761
Monty Richmond 808-393-5787 montylr@hotmail.com

He will be your contact while you are on the island. Please feel free to reach out to me at my information above as well.

You are renting a:
2 Bedroom, 2 Bath Unit (Sleeps up to to 6 Guests)

To keep our condo looking new, we ask that you please remove your shoes upon entering and please no smoking in the condo or on the lanai. This is a non-smoking resort. PETS are not permitted in rental units under any conditions. Mahalo.

This RENTAL AGREEMENT is made as of the Effective Date as defined below, between Brandon Mullenberg (hereinafter called "Owner") and the renter(s) whose name(s) appear on the reservation or whom accepted the Rental Agreement (hereinafter called "Principal Guest") for rental of the Konea 104 (hereinafter, "Condo") at Honua Kai Resort & Spa ("Resort"). Condo and Resort collectively may be referred to as the "Property". Owner and Principal Guest may collectively be referred to as the "Parties" or individually as a "Party".

EFFECTIVE DATE

This Rental Agreement is effective as of the Effective Date, which is the later of the date this Rental Agreement is accepted by Owner and Principal Guest or the date the reservation deposit is received. Until the Effective Date, the offer to rent is not guaranteed and Owner will continue to respond inquiries, can raise price or lower prices, and may offer the vacation rental to other parties for the same dates that you have requested. To guarantee your reservation it is important that you accept the terms of this Rental Agreement and pay your reservation deposit as soon as possible.

CHECK-IN TIME IS AFTER 4:00PM HST AND CHECKOUT IS 10:00AM HST

Please assume no early check-in or late checkout due to turn around time. We do try to accommodate guest requests when possible but it is not guaranteed. No refund is provided for early departures or late arrivals.

BED CONFIGURATION

There are two (2) bedrooms in the Condo, the master has a hotel king (72x80), and the second bedroom has a split hotel king with a joiner. It can be configured as a hotel King (72x80) or two (2) twin XL beds (36x80). The living room has a pull-out queen sofa bed (60x72). One pack n play is also available to use free of charge in the Condo.

GENERAL TERMS AND CONDITIONS OF RENTAL

By entering into this Rental Agreement Principal Guest on its own behalf and on behalf of all of its guests, invitees, co-occupants, agents and others under its control (herein known as "Invitees") agrees to the rental of the Subject Property on the terms and conditions herein (above and below) for use as a private vacation residence. The term "Subject Property" includes the interior of the Condo and its limited common elements, including its lanai, and garden area. Locked areas for which Principal Guest is not provided with a key, such as Owner's personal storage closet, are not included within the property covered by this Rental Agreement.

The common elements including but not limited to the pools, gym, landscaping, hallways, pathways, lobby, etc. shall be available for your non-exclusive use as a guest of the Owner, however Owner makes no guarantees as to their condition, functionality or availability and you agree to hold Owner harmless and refunds will not be given in the event that their condition, functionality or availability is impaired.

If the Subject Property is not available due to unforeseen circumstances beyond the Owner's control, or if during Personal Guest's occupancy the Subject Property is no longer fit for occupancy, then the Principal Guest agrees that, as its sole remedy, it shall be entitled to a refund of a pro rata portion of the daily rental rate payable hereunder. Notwithstanding the foregoing, Principal Guest shall provide Owner the right to cure any alleged default before Principal Guest shall be entitled to a refund.

RESERVATION DEPOSIT AND TOTAL RENTAL AMOUNT

A reservation deposit must be received at the time the reservation is booked ("Reservation Deposit"). The remaining amount due in addition to any damage deposit is generally due 35 days prior to arrival. For those reservations booked within 35 days of the scheduled arrival, payment is due in full at time of booking the reservation. The total amount due under a reservation shall hereinafter be referred to as "Total Rent".

DELINQUENT PAYMENTS, NSF, CHARGEBACKS:

Owner shall impose a fee to Principal Guest of \$30.00 on any returned check, or chargeback. In addition, any delinquent amount due under this Rental Agreement shall be subject to a late charge of 1% per month, or the maximum amount permitted by law, whichever is less.

PARKING & RESORT FEES

Currently there is a **\$15 fee for parking per car per night**. This fee unless specifically specified in your quote is not included in the Total Rent and must be paid separately.

There is currently no resort charged fees. However, Resort charged fees are subject to change prior to the date of your stay. Principal Guest understands and acknowledges that Owner does not determine the resort charged fees that will be in place at the time of their stay, rather it is determined by the Honua Kai Condo Association. These charges, if any, are not included in your rate and must be paid separately.

ADDITIONAL GUESTS

Our Condo is for up to (6) six guests including all adults and children of all ages. Additional guests will be charged at a rate of \$25 per night. However, if Principal Guest discloses prior to the acceptance of their reservation in writing that more than (6) six guests will stay in the Condo, and Owner accepts the reservation with that clear and undisputable knowledge then no additional charges will be billed to Principal Guest. Under no circumstances however shall more than (8) eight guests be allowed to stay over night in the Condo.

CANCELLATION POLICY

Any full cancellation by the Principal Guest, including force majeure, will be subject the following cancellation policies:

1. Fully Refundable Cancellation Period. The Total Rent is 100% refundable if canceled within the first 24 hours after entering into this Rental Agreement and canceled more than 60 days before arrival (more than 90 days before arrival for the Christmas / new year holiday period and any bookings for 14 nights or longer).
2. Early Cancellation Period. The Total Rent is 100% refundable minus \$250 cancellation fee if canceled after the first 24 hours of entering into this Rental Agreement and if canceled more than 60 days before arrival (more than 90 days before arrival for the Christmas / new year holiday period and any bookings for 14 nights or longer)
3. Late Cancellation Period. If canceled 60 days or less prior to arrival (90 days or less for the Christmas / new year holiday period and for any bookings 14 nights or longer), all monies, other than the damage deposit and the cleaning fee, are forfeited, unless the Condo is re-rented. If the Condo is re-rented Owner shall refund the Principal Guest all monies minus a \$250.00 cancellation fee & minus any difference in daily rent Owner receives. Principal Guest acknowledges that on such short notice, Owner may have to discount rates to get it re-rented and there may be days that the Condo remains empty. Principal Guest acknowledges that the difference in rental rates will not be refunded and the days that the Condo is empty will not be refunded. Principal Guest shall continue to make all payments due under this Rental Agreement to Owner unless the Owner instructs them otherwise due to re-rental of the Condo.

CHANGE POLICY

Any reservation change by the Principal Guest will be subject the following change policies:

1. Owner reserves the right to deny any requested reservation change for any reason.
2. There shall be no change fees for adding on additional nights.
3. The canceled nights are subject to the Cancellation Policy provisions above including but not limited to the cancellation fee of \$250 in both the Early and Late Cancellation Periods and the re-rent policies if the nights are canceled in the Late Cancellation Period.
4. Owner reserves the right to waive or reduce any reservation change fees without invalidating its policies for future reservation changes by Principal Guest.

For these reasons, it is recommended that you book your flights as soon as possible after making your reservation.

REFUNDS

Refunds shall be issued in the manner in which they are paid to Owner (credit card back to credit card, etc.). Any electronic checks or physical checks received by Owner shall be held for as long as necessary for Owner to ensure he does not receive a bounce; however, this time period shall not exceed 30 days. Instead of issuing a physical check back to Principal Guest Owner may, at its option, use direct deposit to make an electronic refund back to same bank account & routing number from which the Principal Guests check was paid from.

CANCELLATION FOR NON-PAYMENT

Please make sure you pay on time. If payment is past due and unpaid, with twenty-four (24) hours notice by electronic mail to Principal Guest, Owner may cancel this Rental Agreement and enforce the terms of the Cancellation Policy on the Principal Guest.

TRIP INSURANCE

Please note that we are very small operation with only a few vacation homes and cannot easily write off lost income from cancellations, as do large hotels. If you are concerned about the possibility of a last-minute cancellation, late arrival or early departure, we strongly suggest that you take responsibility for this risk and obtain trip cancellation/interruption insurance.

HURRICANE OR STORM POLICY

We do not refund for reasons that our beyond our control. No refunds will be given for storms, hurricanes, bad weather, flight delays, or road conditions.

INCLUDED SERVICES

Included in the Total Rent are the following services

TELEPHONE, INTERNET ACCESS AND CABLE TELEVISION

The telephone in the Condo has local and long distance telephone service to US, and Canada at no charge. Calls outside of the US and Canada are blocked, you will need to use your cell phone or an Internet telephone service such as skype to make these calls. Unlimited use of local service is included in the Total Rent. The Condo has Wi-Fi Connections for Internet, which guests may use during occupancy. During the period of occupancy, the Owner is not responsible for poor quality television service or any interruption or loss of telephone service, poor quality Internet access, data loss or distortion or any interruption or loss of Internet access. There will be no refund or reduction in the Total Rent for direct or indirect damages due to interruption, loss or quality of service mentioned herein.

UTILITIES

Including, without limitation, electricity, plumbing, gas, water, air conditioning, sewage system.

EXCLUDED SERVICES

Unless specifically included in this Rental Agreement as included services, Principal Guest acknowledges that all other services are excluded. Specifically; dry cleaning and/or laundry service, food and beverages (both alcoholic and non-alcoholic) are not included as part of the Total Rent. In addition, all Resort recreational and amenity charges incurred by Principal Guest and its Invitees; i.e. restaurants, rental cars, spa charges, parking, etc. are excluded and the payment for such services and amenities is the responsibility of the Principal Guest. Also excluded is the following

NO DAILY MAID SERVICE

Cleaning is pre-scheduled prior to your arrival and at post-check out only. While an initial supply of linens and bath

towels are included in the Condo rental, daily maid service is not included in the Total Rent. Any other housekeeping services during your stay must be arranged through Owner or Owners Agent at Principal Guest expense.

NO POOLSIDE TOWEL SERVICE

Resort poolside towel service is not available for Principal Guest use. Owner supplies towels for use at the pools and the Condo comes equipped with a washer and dryer for cleaning.

EXTRA SERVICES (provided by Honua Kai's Concierge and not by Owner)

At the option and additional expense of the Principal Guest, the following are extra services provided by Honua Kai's Concierge Service and not by the Owner. Principal Guest authorizes Honua Kai Resort to bill all charges for these items directly to the Principal Guest's credit card. Further information is available by Honua Kai's Concierge upon request. Honua Kai's Concierge phone number is 801.523.0300

Pre-arrival grocery shopping (please provide shopping list)

Child care needs - rental (please indicate crib, stroller, high chair, etc.)

* One (1) Pack N Play is available in the room for your use at no charge. *

* One (1) Booster with table is available in the room for your use at no charge. *

Dry cleaning: pick-up and delivery to Property.

Errand running

Business Services, copying and mailing services

HOUSE RULES

The Principal Guest shall comply, and will cause all of its Invitees to comply, with all Resort rules and regulations. A full listing of the House Rules pertaining to your condo/property at the following URL: [http://www.honuakai.com/PDF/House Rules.pdf](http://www.honuakai.com/PDF/House_Rules.pdf) (Certificate of adoption date: April 20, 2007) . Please review these house rules as there may be warning followed by penalties if violated. This reservation is for quiet residential vacation accommodations only. Therefore, parties, receptions, luaus, events, and gatherings of any kind are strictly prohibited. These rules include vehicle parking, quiet hours, pool hours, wet towel and wet bathing suit rules (neither may be hung outside on outdoor furniture) and similar regulations. All rules described in this Section are a part of this Rental Agreement and incorporated by reference.

We do not permit towels or linens to be taken from the Condo. There are 6 beach towels in the Condo that we allow tenant to take to the neighboring beaches (beaches outside of the resort beach). If these towels are lost there is a replacement charge of \$20 per towel.

RESTRICTIONS ON USE AND OCCUPANCY

The Property shall be used solely for personal vacation purposes. The Property shall not be used in any manner for commercial or other purposes, including, without limitation, conducting parties, weddings or receptions, unless such activities have been specifically approved in writing by the Owner and the Resort.

MAINTENANCE

Principal Guest is required to report any deficiency or damage in the Condo immediately after checking in (within 24 hours). Principal Guest may be held responsible for not reporting any issues in a timely manner. Principal Guest may be held responsible for neglecting to operate appliances in the proper manner and use for which they are intended. Owner will do everything possible to keep all equipment in satisfactory working condition; however, it is impossible to guarantee that all appliances will be in working order 100% of the time. Any deficiencies will be corrected as soon as humanly possible. Refunds or discounts will not be provided for any maintenance issues that occur in the Condo.

PROPERTY DAMAGE, THEFT

The Condo is individually owned and decorated. Please do not remove linens, dishes or other items from the Condo. Guests are liable for additional charges resulting from any damage, lost items or excessive check out cleaning. Principle Guest is responsible for ensuring that the Condo is left upon departure in the same (or better) condition and repair as it was on the Check in Date. Principle Guest agrees to be responsible for all damages and theft to the Property caused in any part by the Principle Guest and/or Principal Guest's Invitees. Principal Guest agrees to be responsible for the repair or replacement cost (at Owner's option) of all damage done to the Subject Property during the occupancy of the Subject Property, including and without limitations; walls, carpet, doors, windows, floor and window coverings, furniture, cabinets, plumbing, furnishings, appliances, equipment, decorations, personal property and fixtures, lanai finishes and furnishings, etc. Ordinary wear and tear of the Subject Property, which does not include staining, chipping, scratching and marking up the walls or floors, is excluded. Principal Guest hereby specifically acknowledges and agrees that Owner and its agents each have the right to take legal action

against Principal Guest, and/or Principal Guest's Invitees for all damages to the Property, or for any portion of unpaid resort fees, resort services, parking or unpaid Total Rent.

Owner requires the purchase of Vacation Rental Damage Protection ("PDP") or a refundable damage deposit ("Damage Deposit"). PDP: As a part of your stay, Principal Guest may purchase a PDP plan designed to cover unintentional damages to the rental unit interior that occur during your stay provided they are disclosed to management prior to check-out. If purchased, the policy will pay a maximum benefit of \$1500. Any damages that exceed \$1500 or are not covered under the plan will be charged to Principal Guest. If, during your stay at one of our rental properties, an insured person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of \$1500. Certain terms and conditions apply. Full details of the PDP coverage are contained in the Description of Coverage or Insurance Policy www.vacationrentalinsurance.com/g20vrd. The PDP plan can be purchased up to, and including at, check-in. By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly Owner any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact Owner directly if you do not wish to participate in this assignment. If you do not wish to purchase the PDP, a \$1500 Damage Deposit will be required upon check-in.

NO SMOKING; NO PETS

The Property, which includes surrounding lanais and land, is designated as a non-smoking area and smoking is prohibited at all times. Pets, other than those assisting disabled persons or needed for legitimate medical purposes, are not allowed. If a violation of this policy occurs, we charge \$500 to pay for the additional cleaning.

ENTRY OF PREMISES

During business hours, Owner its agents may enter the Condo with or without permission to investigate disturbances, check occupancy, check or restock supplies, check damages, make repairs, alterations, improvements, and otherwise enforce the terms of this Rental Agreement. In emergency cases, Owner or its agents may enter at any time without permission of the Principal Guest.

PERSONAL PROPERTIES

Principal Guest assumes full responsibility for Principal Guests' and its Invitees' personal properties and vehicles during occupancy and acknowledges and agrees that Owner and its agents are not responsible for such personal properties and vehicles and do not provide insurance for any loss of or damage to Principal Guest's or its Invitees' personal properties or vehicles. Principal Guest is responsible to lock the doors and windows of the Subject Property when not present and/or actively monitoring the Condo. Owner, and its agents assume no responsibility for any damage or loss of any Guest's or its Invitees' personal properties left in the Condo during or after occupancy. Valuables should not be left unattended at any time. Principal Guest and its Invitees must make arrangements for the safekeeping of valuables during occupancy of Condo. Owner has no responsibility for providing any security services with regards to the use and occupancy of the Condo, Resort, or any adjacent property and Principal Guest, on behalf of itself and its Invitees assumes all risks in that regard.

CONSTRUCTION ACTIVITIES

Principal Guest acknowledges that construction activities and/or outside ground maintenance such as pool maintenance and cleaning, lawn cutting, raking, pruning may be in progress and may occur during occupancy, and acknowledges and agrees that Owner and its agents shall not be responsible for any construction noise or any related inconvenience that may occur during occupancy. No refund or reduction in the Total Rent will be made in connection with any such matters.

ILLEGALLY PARKED VEHICLES

Any illegally parked vehicles are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner or renter.

POOL / SPA / TIKI TORCHES / LANAI

Principal Guest, on behalf of itself and its Invitees, acknowledges that in and around the pond, lanai, pool, and spa areas requires special care be taken to avoid injury. In particular, children and elderly persons should be accompanied at all times when using the pools and/or spas or near the koi ponds. The Condos' interior tile and lanai have been treated with non-slip treatment, however tile is not slip proof and precautions should still be taken when wet or when returning from a wet surface. Tiki torches, if any, must not be lit by Principal Guest or its Invitees on or within the Property or Resort area.

NON-LIABILITY / INDEMNITY OF OWNER

Principal Guest hereby specifically acknowledges and agrees that Owner, its insurance, and its agents are not and will not be liable to Principal Guest or its Invitees for any injuries, death, damages and/or losses occasioned by or from the use of

Property, or any excluded area on the land or in the Property, or due to any design, code violation, mechanical or construction defects, if any, of the Property, or due to any property or service provided or made available by Owner or its agents under this Rental Agreement or by any utility service including, without limitation, electricity, plumbing, gas, water, air conditioning, sewage system, fire sprinklers, or the loss, interruption or stoppage thereof, or by the bursting, leaking, overflowing or running over any tank, sink, washstand, closet, fire sprinklers, waste or other pipes in or on the Property, or for any injury or damaged occasioned by water coming into the Property from any source whatsoever, or for any damage or injury arising from any acts or neglect of the other occupants of, or any other persons in, on or adjacent to the Condo or Property or of any adjacent Condo or Property occupants, or of the public unless, and then only to the extent that such damage or loss results from a wanton and willful act of Owner or Owner's gross negligence. Principal Guest, on behalf of its self and its Invitees, expressly waives and releases Owner, its insurance, and its agents from liability for all such claims. In the event Owner and/or its insurance, and/or any of its agents is made a party to a claim or a suit, Principal Guest agrees to release, hold harmless, indemnify and defend Owner, its insurance and its agents from all claims, liabilities, damages, actions, losses, costs and expenses (including reasonable attorney's fees) arising out of such matters. PRINCIPAL GUEST, ON BEHALF OF ITSELF AND ITS INVITEES, AGREES AND ACKNOWLEDGES THAT UNDER NO CIRCUMSTANCES SHALL OWNER'S, ITS INSURANCE, OR ITS AGENTS' LIABILITY IN CONNECTION WITH THIS RENTAL AGREEMENT OR ANY CLAIM ARISING IN CONNECTION WITH THIS RENTAL AGREEMENT EXCEED THE TOTAL RENT LESS ANY THIRD PARTY BOOKING FEES PAYABLE HEREUNDER.

ASSIGNMENT AND SUBLETTING

This Rental Agreement may not be assumed, assigned, or transferred by Principal Guest unless permitted in a signed writing by Owner. The Principal Guest shall not re-let or sublet all or any part of the Condo unless permitted in signed writing by Owner. This Rental Agreement may be transferred or assigned by Owner in whole or in part in the event of a sale or transfer of the Condo. This Rental Agreement shall be binding upon both Parties and their respective heirs, executors, administrators, successors, transferees, assigns, agents and attorneys.

FALSIFIED RESERVATIONS

Any reservation obtained under false pretense will be subject to forfeiture of the Total Rent and the Principal Guest will not be permitted to check in.

TERMINATION OF RENTAL DUE TO VIOLATION OF TERMS

If Principal Guest or its Invitees violates any of the terms of this Rental Agreement or violates restrictions contained in the House Rules, Owner may terminate this Rental Agreement and, upon such termination, Principal Guest and its Invitees shall vacate the Condo immediately and shall forfeit all monies paid to Owner.

FORCE MAJEURE

There may be circumstances beyond our control and contemplation, in which the Condo might not be available for your occupancy. Examples of these include (but are not limited to) destruction of or severe damage to the Condo or Property. In the event of *Force Majeure* of the Condo or Property, we will do our best to make alternative comparable arrangements for you when possible. If we cannot, or if the alternative arrangements are not acceptable to you, then we will refund all monies paid. A full refund is the full extent of our liability to you in such circumstances, and we will not be responsible for any other costs or losses connected with any such cancellation, how so ever arising.

CLAIMS AND NOTICE OF CLAIMS

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief. Claims by either Party must be initiated by written or e-mail notice to the other Party. Claims by either Party must be initiated within 21 days after occurrence of an event giving rise to such claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. The responsibility to substantiate Claims shall rest with the Party making the claim. A timely notice of claim is required as a condition precedent to the commencement of an action against the other Party.

ATTORNEY'S FEES

Concerning attorney fees and costs, the provisions of RCW 4.84.250 through 4.84.300 shall apply, except as provided herein. The maximum dollar limitation in RCW 4.84.250 shall not apply. In applying RCW 4.84.280, the time period for serving offers of settlement on the adverse Party shall be the period not less than 30 days and not more than 120 days after completion of the service and filing of the summons and complaint. An offer of settlement shall expire 10 days after service of the offer of settlement, unless accepted before then. For the plaintiff to be eligible for an award of attorney fees and costs, the recovery to plaintiff, after the netting of claims and counterclaims, and exclusive of costs, must be more than the amount offered in settlement by the plaintiff. For the defendant to be eligible for an award of attorney fees and costs, the recovery to plaintiff, after the netting of claims and counterclaims, and exclusive of costs, must be either zero or less than the amount

offered in settlement by the defendant. The parties hereby waive any and all other rights to attorney fees and costs that they may have whether from statute or common law.

CONTROLLING LAW, VENUE, JURISDICTION

The parties' rights and obligations are governed by, and this Rental Agreement shall be construed and enforced under, the laws of the State of Washington. Each Party irrevocably (a) consents to the jurisdiction of all federal and state courts in Washington State for all matters relating to or arising out of this Rental Agreement; (b) agrees that venue for any proceeding arising under this Rental Agreement shall be the county of King, State of Washington; and (c) agrees not to seek, and hereby waives the right to request any change of venue or transfer.

ENTIRE AGREEMENT; INTEGRATION; AMENDMENT

This Rental Agreement and the documents incorporated herein by reference constitute the entire agreement between the parties with regard to the subject matter hereof, and supersede all previous agreements between the parties. There are no representations, warranties or agreements between the parties other than those in, or incorporated into, this Rental Agreement. There are no dealings, statements, verbal or other agreements which add to, affect or modify the terms of this Rental Agreement. This Rental Agreement may not be modified or amended except by written agreement signed by Owner and Principal Guest.

WAIVER OF TERMS

No waiver or any breach of any of the terms, covenants and conditions of this Rental Agreement shall be taken or construed to be a waiver of any other term, covenant or condition of this Agreement.

SEVERABILITY

If any clause or any other portion of this Rental Agreement shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this Rental Agreement, all of which shall remain in full force and effect.

COUNTERPARTS; VALID SIGNATURE METHODS

This Rental Agreement may be executed in counterparts, all of which shall constitute one and the same instrument. Facsimile, photocopied, and electronically transmitted signatures or electronic acceptance is equivalent to original signatures for all purposes of this Rental Agreement and shall be binding upon all Parties.

EXECUTION OF RENTAL AGREEMENT

As of the Effective Date, Principal Guest, jointly and severally, and Owner agree to all of the terms and conditions of this Rental Agreement. Owner and Principal Guest each for itself agrees that, (a) it had a full and fair opportunity to consult with its independent legal advisor; (b) it has read, considered and understands this Rental Agreement; and (c) that each person has the right and all authority necessary to execute this Rental Agreement.