

# RENTAL AGREEMENT (v3.00)

**THIS SHORT TERM RENTAL AGREEMENT** is made and entered into between Wow Vacation Rentals (hereafter referred to as “the Agent”), the owner of the subject property (hereafter referred to as “the Owner”), and the Guest(s).

## 1. Definitions

- a. Property: The main house, cottage, or both of them located at (the property address is to be provided) and all indoor and outdoor spaces/items/facilities that include but not limited to outdoor pool/hot tub, car parking area, yards, furniture, kitchen/cleaning appliances, high chairs, pack n plays, baby sheets/blankets, baby toys, and strollers.
- b. Owner: The owner of the Property.
- c. Guest(s): The primary person who takes the Property and all persons who are allowed to use or access the property on rental basis under this agreement.
- d. Agent: The business entity that takes a booking and oversees the operation on behalf of the Property Owner.
- e. On-Island Manager: The local support team who takes care of on-premises services for the Property and the Guest.

## 2. Binding Nature

- a. This agreement shall become binding when accepted in the process of online booking request, accepted by email, signed by the Guest, or once the Agent receives the Guest's initial payment after this agreement is presented, whichever occurs first.

## 3. Payment Terms

- a. The first payment by the Guest(s) shall be made within 24 hours of the Guest's booking request. The first payment shall include;
  - i. 50% of the entire rental fee plus tax
  - ii. The booking fee plus tax
  - iii. The cleaning fee plus tax
- b. All the remaining balance including the rule/security deposit shall be due 90 days prior to the arrival.

## 4. Rule/Security Deposit

- a. The rule/security deposit shall be refunded within about 14 days after the departure of Guest(s).
- b. In case there are any deductions from the rule/security deposit, the refund may be delayed due to the time required to finalize the deduction amount. If the total deduction amount exceeds the balance of rule/security deposit, the Guest(s) shall make an additional payment for the difference.

## 5. Cancellation

- a. If the cancellation notice is received at least 180 days prior to the arrival, the Agent/Owner shall retain the following fees and refund all the remaining fees paid by the Guest.
  - i. 35% of the rental fee plus tax.

- ii. The booking fee plus tax
  - b. If the cancellation notice is received less than 180 days prior to the arrival, all payments made by the Guest shall be non-refundable except;
    - i. The rule/security deposit
    - ii. The cleaning fee plus tax
  - c. The cleaning fee shall be non-refundable upon the arrival.
  - d. The fees paid to the third parties such as but not limited to the service fee and the traveler insurance fee shall follow the third party's cancellation policy.
  - e. This booking may be cancelled by the Agent/Owner in case the Property becomes damaged due to natural forces such as but not limited to a flood, rains, and a hurricane, and if the Property is thereafter deemed to be unfit for habitation by the Agent/Owner.
  - f. The booking may be cancelled by the Agent/Owner in case Maui County's mandatory evacuation order goes into effect for the area of Property.
  - g. The booking may be cancelled by the Agent/Owner in case the Property is sold.
  - h. In case the Agent/Owner cancels before the arrival, the agent/owner shall refund all payments made by the Guest(s) and shall owe no further liabilities.
  - i. In case the Agent/Owner cancels after the arrival, the Agent/Owner shall retain the rental fee for the actual nights stayed, refund all the remaining payments made by the Guest(s), and owe no further liabilities.
  - j. In case the Guest(s) decides to move out of the property before the scheduled departure date for any reasons without the Agent/Owner's prior approval, the Guest(s) may not cancel the booking and still owe the fees for the entire booking. Only the exception for this shall be the cancellation initiated by the Agent/Owner.
- 6. Change of Arrival and Departure Dates
  - a. In case the new arrival and departure dates meet both of the following conditions, the change shall be defined as "Extension." If they do not, the change shall be defined as "Non-Extension."
    - i. The new arrival date is no later than the original arrival date
    - ii. The new departure date is no earlier than original departure date
  - b. In case the property is available and the change request is for an Extension, the Guest(s) may change the dates at any time by being charged for the additional nights. The additional charge shall be calculated based on the nightly rate at the time of change request rather than at the time of original booking.
  - c. In case the change request is for a Non-Extension and the request is received less than 180 days prior to the arrival date, the request shall not be accepted by the Agent/Owner.
  - d. In case the change request is for a Non-Extension and the request is received at least 180 days prior to the arrival date, the Guest(s) may change the dates by additionally paying a fee for the date change. The new booking charges shall be the total amount of the followings;
    - i. The total booking charges for the new dates, which shall be calculated based on the nightly rate and associated fees/taxes at the time of change request rather than those at the time of original booking.
    - ii. The fee for the date change, which shall be 20% of the entire rental fee of the original booking.

7. Travel Insurance

- a. The Guest(s) understands unexpected situations might curtail the best of the vacation plans such as but not limited to a family emergency, flight cancellation/delay due to natural forces such as hurricanes, and cancellation initiated by the Agent/Owner. The "Cancellation" clause and "Change of Arrival and Departure Dates" clause in this rental agreement shall apply with no exceptions even in such unexpected situations.
- b. The Guest(s) is encouraged to directly purchase a traveler's insurance policy from a third party that will compensate in such situations.

8. Check-In and Check-Out

- a. Check-in time is 4:00 PM or later on the arrival date.
- b. Check-out time is 10:30 AM or earlier on the departure date.

9. No Sublet

- a. The Guest(s) shall not sublet the Property to any third party.

10. Pool and Hot Tub

- a. The pool / hot tub shall be sanitized and refilled by experienced maintenance staff/contractors.
- b. The Guest(s) understands that, when using the pool / hot tub there is a certain health and safety risks associated with this facility and the Guest(s) shall use at own risk.

11. Use of Baby Items

- a. The Guest(s) understands that, when using the baby items that include but not limited to high chairs, pack n plays, baby sheets/blankets, baby toys, and strollers, there is a certain risk associated with those items and the Guest(s) shall use them at own risk.
- b. Adults at or over the age of 16 shall inspect the baby items for the safety before using them. In case the Guest(s) notices an issue with the baby items, the Guest(s) shall immediately report to the On-Island Manager/Agent to give an opportunity to remedy the situation in a timely manner.
- c. No baby items shall be used at any time without adult supervision.

12. Cleaning

- a. The cleaning and bed making service during the Guest's stay are not provided.
- b. The Guest(s) understands that the Property is cleaned at the best effort of experienced professional cleaning staff before the arrival. In case the Guest(s) notices an issue about the cleaning, the Guest(s) shall immediately report to the On-Island Manager/Agent to give an opportunity to remedy the situation in a timely manner. No refund/credit shall be issued to the Guest(s) in such a case.
- c. The Guest(s) agrees that the cleaning fee is for a complete property cleaning after the departure and no cleaning fee shall be refunded after the arrival.
- d. If the condition of the Property at departure is excessively messy and extraordinary cleaning hours are required, an additional cleaning cost shall be charged and deducted from the rule/security deposit.

13. Utilities

- a. The Guest(s) agrees that an interruption of utility services to the Property such as but not limited to cable TV, Internet, electricity, water, gas is beyond the control of the On-Island Manager/Agent/Owner.

- b. The On-Island Manager/Agent/Owner shall not be held liable for interruption of the services due to the issues that are beyond its control. No refund/credit shall be issued to the Guest(s) for the uncontrollable service interruptions.

14. Pest Control

- a. The Guest(s) agrees that the appearance of dead or live pests such as but not limited cockroaches and ants cannot be eliminated 100% simply because they are a normal part of life and the people who live there accept them as a price of living in paradise.
- b. The Property shall be treated for the pests at the best effort of experienced maintenance staff/contractors.
- c. In case the Guest(s) notices a pest, the Guest(s) shall immediately report to the On-Island Manager/Agent to give an opportunity to remedy the situation in a timely manner. No refund/credit shall be issued to the Guest(s) for the appearance of pests.

15. Supplies

- a. A starter supplies of toilet papers, tissues, shampoos, soaps, and coffee filters shall be provided which should normally last for about a week.
- b. In case the Guest(s) needs more than the starter supplies, the Guest(s) shall buy additional supplies at a local store at the Guest's own cost.

16. Noise from Outside the Property

- a. The Guest(s) understands that the noise coming from outside the property such as but not limited a neighbor's construction and car traffic are not under the control of the On-Island Manager/Agent/Owner.
- b. In case the Guest(s) hear a noise which you are not comfortable with, the Guest(s) shall immediately report to the On-Island Manager/Agent to give an opportunity to identify in a timely manner if there is anything that can help mitigate the situation. No refund/credit shall be issued to the Guest(s) for the uncontrollable noise from outside the Property.

17. Property Access for Maintenance, Repairs, and Emergencies

- a. The Guest(s) shall allow the On-Island Manager/Agent/Owner or maintenance staff/contractors an access to the property for purposes of maintenance and repairs. The On-Island Manager/Agent/Owner or maintenance staff/contractors shall exercise this right of access in a reasonable manner.
- b. In case of emergency, the On-Island Manager/Agent/Owner or maintenance staff/contractors reserve the right to enter at any time without a notice for the purpose of safekeeping or prevention of further damage.

18. Maintenance and Repairs

- a. The Guest agrees that the Property is maintained and repaired at the best effort of experienced maintenance staff/contractors, and a delay of maintenance or repairs cannot be avoided 100% due to such as but not limited to the unavailability of maintenance or repair staff/contractors and no stock of replacement parts at the time of issue. In case the Guest(s) notices an issue about such as but not limited to AC units, cloth dryers/washers, kitchen appliances, and outdoor pool / hot tub, the Guest(s) shall immediately report to the On-Island Manager / Agent to give an opportunity to start working in a timely manner to remedy the situation. No refund/credit shall be issued to the Guest(s) for the issues or the delay of maintenance and repairs.

19. House Policies

- a. The house policies defined separately shall be observed by the Guest(s) on or around the property.
- b. The house policies are subject to change without a prior notice due to but not limited to future changes of Maui County's Noise Ordinance, the neighbor's requests, or safety reasons. The policies at the time of stay, instead of at the time of booking, shall be effective for the stay if there are any changes.

20. Damages and Rule Breaks

- a. In case any damages of any kind are made to the Property that includes such as but not limited to appliances, cookware, furniture, glass doors/windows, landscaping, and outdoor pool/hot tub, the Guest(s) shall immediately report to the On-Island Manager/Agent regardless of the seriousness of damage even when the damaged item is still functioning or usable.
- b. If any damages are made to the Property by the Guest(s), the evidence and explanation of the cost for the recovery of damage shall be provided by the Agent to the Guest(s), and the cost shall be deducted from the rule/security deposit.
- c. If any rules or house policies such as but not limited to NO NOISE, NO EVENTS, NO SMOKING, and NO PETS are not observed by the Guest, the On-Island Manager/Agent gives a warning. In case the rule is not followed by the Guest(s) even after the first warning, a penalty of \$500 shall be charged every time of the rule break and deducted from the rule/security deposit

21. Government Issued Photo ID

- a. The primary contact of the Guest(s) shall submit a copy of government issued photo ID prior to the arrival to the Agent.

22. Guest Registration

- a. The Guest(s) shall provide the Agent with the names and ages of all the group's staying members prior to the arrival.

23. Property Access Instruction

- a. The Agent shall provide the Guest(s) with an instruction for accessing the Property about a week prior to the arrival.

24. Indemnity

- a. The On-Island Manager/Agent/Owner and maintenance staff/contractors shall not be liable for any loss or damage of personal items, any injury or death of the Guest(s), any cause of action, willful or negligent, or any things whatsoever resulting from or in connection with the Property such as but not limited to the house, outdoor pool/tub, baby high chairs, pack n plays, baby sheets/blankets, baby toys, and baby strollers.

25. Attorney's Fees

- a. If any legal action is brought by the Guest(s) or the Agent/Owner or the On-Island Manager related to the Property, the prevailing party shall be entitled all costs incurred in connection with such action, including reasonable attorney's fees.

26. Entire Agreement

- a. This agreement represents the entire understanding and agreement between the Guest(s) and the Agent/Owner with respect to the subject matter of this agreement and supersedes all other negotiations, understandings, and representations made by and between the Guest(s) and the Agent/Owner.