



Lahaina, Maui, Hawaii

TERMS AND CONDITIONS

Ka'anapali Luxury Vacation Rentals
Fereshteh 408-892-2675, David (408) 691-7047
P.O. Box 11134, Lahaina, HI 96761

Thank you for choosing Ka'anapali Luxury Vacation Rentals for your Vacation. We hope you have a pleasant stay with us. Please review and complete the following terms and conditions for your reservation:

Name of Party:

**Property Reserved:
Unit Number**

Number of Guests

Adults:

Children:

Age of all minors:

Full name of all guests:

**Guests' FULL mailing
address:**

Email Address:

**Two contact phone
numbers while
traveling:**

**Arrival Date: To our
condo**

Time
(4 PM earliest):

**Departure Date: From
our condo**

Time
(11 AM Latest):

THE FOLLOWING TERMS & CONDITIONS ARE HEREBY ATTACHED TO YOUR RESERVATION AGREEMENT AND MUST BE COMPLETED AND RETURNED TO THE OWNER. THIS IS A LEGAL DOCUMENT GOVERNED BY THE LAWS OF THE STATE OF HAWAII AND SHOULD BE READ CAREFULLY. THIS TRANSACTION IS COMPLETED IN LAHAINA, MAUI, HAWAII AND IT IS UNDER THE JURISDICTION OF STATE OF HAWAII, COUNTY OF MAUI.

LEASE RATES

Due to each of the properties being individually owned, rates and minimum stay requirements may vary. Owner, reserves the right to change any rates quoted prior to issuing a Reservation Confirmation. Rates are quoted based on minimum stay requirements.

Additional Guests of any age (infants and toddlers included) are strictly prohibited without prior approval. If approved, a fee of \$100+tax per day, per additional guest will be added to the reservation for each additional guest.

TAX

The State of Hawaii mandates a total tax of 17.416%. Excise tax is 4.166% and Transient Tax is 13.25% effective as of November 1, 2021, to be paid on all transient accommodations. Taxes are identified on the reservation confirmation (Subject to change).

Taxes are paid to the state of Hawaii based on the guest's dates of stay. Any changes to the current tax rate will be charged or refunded to the guests depending on the increase or decrease.

AMENITIES

The property Owner provides fully furnished accommodations. Additional amenities will vary from property to property.

DEPOSIT

Owner requires a 25% deposit prior to issuing any confirmation. An additional fully refundable deposit of \$300-\$500 or damage insurance is mandatory. This is required to offset any charges that may be incurred during the stay. (I.e. damaged or missing items, etc.). It will show the breakdown of fees and included in the total.

In order for the units to be prepared for our next guests we request that the unit be vacated no later than 11 AM on check-out date. A late check-out without prior approval will incur a \$100 fee for every 30 minutes past 11:00 AM starting at 11:01 AM.

RESERVATIONS

Reservations are confirmed only upon receipt of a 25% deposit, along with pertinent information on all guests. Receipt of the remaining balance in full is due 90 days prior to arrival. Reservations made inside of 90 days are payable in full at the time of booking. Failure to pay the remaining balance by the due date is subject to cancellation and forfeiture of deposit.

Check-in time is after 4:00 PM and Check-out time is by 11:00 AM. Early Check-in or Late Check-outs need prior approval and may incur a fee.

REVISIONS

Any revisions to this Reservation Agreement, such as change of dates or number of guests, made after confirmation is issued, must be in writing and is subject to owner approval.

CANCELLATION

ALL CANCELLATIONS MUST BE MADE IN WRITING. Cancellation outside a 60-day period prior to arrival is subject to a 10% (of total) cancellation fee. Any cancellations made within the 60-day period (and **90** days for dates between December 17-January 7th) may result in forfeiture of all monies paid. Owners will make every attempt to re-book the property. Should the owner succeed in re-booking any portion of the reserved dates, we'll be glad to refund any pro-rata share, less 30% cancellation Fee if the guests do not have travel insurance. If there were fees paid for payment processing, it will be deducted from the total. Once reserved, changing the travel dates is not an option (unless approved in writing by the owner/property manager).

If a guest cancels and attempts a chargeback, no refund will be issued regardless of the outcome of the chargeback.

We recommend you purchase travel insurance that covers "cancel for any reason". We do have to abide by our cancellation policy. If guests choose not to purchase travel insurance, they agree they are self insuring and will not be refunded if they need to cancel for any reason. We will enforce our cancellation policy regardless of the reason for cancellation.

All payments will incur convenience fees of 3% for US payments. If guests put in a reservation request and the request is accepted, guests acknowledge that owner/agent will send guests an additional payment request for the payment processing fee. In most cases, the payment processing fee is not refundable.

Failure to pay the balance due within the 90-day period noted above may result in cancellation of the reservation by the owner and forfeiture of all monies paid.

CONDITIONS OF RENTAL

Every guest staying in the unit(s) is required to comply with the State of Hawaii and County of Maui Covid-19 or any other travel requirements. Any guest with a positive test will not be permitted to check-in to the unit(s). Subject to change by state of Hawaii.

All of our properties are NON-SMOKING and smoking is strictly prohibited in and around the property and the lanai. . Any degree of disregard to this condition is subject to a minimum \$500 charge for Damages.

The property shall be in the same condition upon check-out as at check-in, other than normal usage that would be expected for a typical check-out cleaning. Damage or the need for additional cleaning may result in additional fees being incurred.

Use of any spray tanning/sunscreen products inside this condo or on the lanai is strictly prohibited, and will result in forfeiture of the deposit.

For Honua Kai properties, The screen doors are very sensitive. Please handle with care. If damaged the cost of repair will be charged to the guest(s).

Any defect/damage of the property or items in the condo at the time of arrival are to be reported to the owner the day of arrival.

Guests agree to abide by all House Rules of the Property & the Owner; including, but not limited to, agreeing to cook only in areas designated for cooking and adhering to a no pets allowed policy.

House rules are found in the book inside each condo.

Guests shall be liable for all acts of their family, friends, employees, and any other invitees otherwise, on the property during the rental period.

Guest may not sublet or assign this agreement, nor shall Guest permit any use of the property without the prior approval of the Property Owner; including, but not limited to, use of the pool, spa or Jacuzzi (where applicable) by other non-registered guests and more especially unsupervised children.

Guests understand that there are certain risks inherent to persons and property located adjacent to the ocean, as well as at the pool, spa and Jacuzzi. Guests and other permitted persons shall, under all circumstances, use the pool, spa or Jacuzzi (Where applicable) at their own risk. Further, use of boogie boards and/or other beach equipment is voluntary. By use of the same, guests and other permitted persons assume all risks of such use and agree to indemnify and hold the owner and property manager harmless from all liability for any injury/death associated with the use of said equipment.

Guests shall be responsible to return all keys and inventory upon departure. Lost key charge is \$30.00 each.

If there is a safe in the condo, if the safe is left locked by the guests or guests forget their combination and if a service call is required to have the safe opened, guests will be charged \$50.00.

There will be no functions held at the property without prior written approval of the owner. Functions are identified as; weddings ceremonies, receptions or gatherings of 8 persons or more.

Guests must immediately notify the owner of any/all loss or damage to the property.

Guests acknowledge that the Owner would not rent the property without the Guests' acceptance of these conditions.

All infants and toddlers (unless potty trained) are required to wear waterproof swim diapers in order to enter any swimming pool or hot-tub on property. Any disregard for the above condition will result in a \$500 charge in addition to banning all guests registered on this document from the resort swimming pools and hot tubs.

LIABILITY

Guests accept full responsibility associated with the occupancy of this property and agree to hold the property Owner, property manager and Honua Kai Condominium Association harmless for any and all accidents, injuries, or death. Under no circumstances shall the owner and property manager or Honua Kai Condominium Association be responsible for any loss, damage, claim or injury, whether incurred directly, indirectly, consequently or otherwise, in law or equity, as a result of rendering of services or accommodations as described or substituted; and, including without restricting the generality of the foregoing as a result of any delay(s), substitution(s), rescheduling(s), or change(s), in the provision of services or accommodations provided.

If services or accommodations are substituted for any reason, including the sale of a property, the owner and their property manager agree to act in good faith at all times, and reserves the right to substitute accommodations with a type comparable to those contracted at the time of confirmation.

WEATHER AND TRAVEL RELATED EVENTS

Unless a mandatory evacuation is in effect, we do not refund for weather or travel related events that may occur during which the condo remains available for your occupancy. No refunds will be given for storms, hurricanes, bad weather, flight delays, canceled flights, or road

conditions, etc. If concerned about these possibilities, we recommend guests obtain trip cancellation/interruption insurance. If a mandatory evacuation is issued, guests shall be entitled to a refund of pro rata portion of the un-used nightly rental rate payable hereunder during the nights in which the mandatory evacuation is in effect and in which the unit is unoccupied by guests.

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 and property manager 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.

ACKNOWLEDGEMENT

I/we, the undersigned, hereby warrant that I/we have read, understand, and agree to the above Terms & Conditions, and I/we agree to abide by Owner's restrictions of use of said property

Guest understands that we cannot guarantee that adjacent properties will be free from disturbances and/or not be under construction, being repaired or maintained in any way, or that State construction projects will not be in progress around the rental unit.

Honua Kai only: As of now, the resort does not charge our guests the \$35/day resort fee but the resort charges everyone \$29/day for parking/amenity fee paid directly to the owner at the time of booking. (Subject to change by the HOA)

Construction on or adjacent properties or construction conducted by the State, any closure of any amenities on the property for repairs/upgrades, is not reason for termination of this agreement, nor is it a reason for the refund/discount.

If any items in the condo stop working or break that would affect your stay (If any item was damaged or stopped working prior or during your stay), owners will do their best to repair but due to limitations in availability of parts and arranging for service providers in Maui, it is possible that repairs may not be made quickly. Owner will NOT refund or issue any credit for any delay in repairs.

The resort schedules pest control treatments every quarter and again as needed. Guests agree to allow the pest control technician in the condo to spray. They treat the entire building in one day and if we do not let them in, it compromises this condo and the surrounding condos. If guests do not allow pest control in for pest control, guests agree they could be charged up to \$150 for pest control technician to come back and treat this condo.

Guest agrees to provide the Property Manager with a copy of a valid government issued photo ID at least 60 days prior to arrival or returned with this agreement if booked inside 60 days of arrival.