

## Hale Wailele Rental Policies & Terms

BY CHECKING THE BOX AND CLICKING CONTINUE ON THE BOOKING PAGE, YOU REPRESENT THAT YOU HAVE READ AND HEREBY AGREE TO COMPLY WITH ALL RENTAL POLICIES AND TERMS (INCLUDING EVENT REQUIREMENTS) AS STATED HEREIN AND ON THE RESERVATION PAGE.

Furthermore, notwithstanding any limitations that might be construed for the following policies and terms, Guest shall comply with all applicable laws, regulations, and ordinances. Guest is responsible for determining which laws, regulations, and ordinances are applicable to Guest.

The Owner of Hale Wailele agrees to rent the subject property, located at 78-7102 Walua Road, Kailua Kona, Hawaii 96740 (the "Property"), to You (the "Guest") on the basis of your acceptance of all applicable policies and terms, including those described hereinbelow.

### I. **Property.**

1. Guest agrees to take possession of the Property "As Is" and acknowledges that natural conditions may present hazards beyond the control of Owner. Within two hours of check-in to the Property, Guest shall inspect Property, the premises, furnishings and equipment. **Failure to make such a report shall be construed as a lack of any such conditions and Guest's acceptance of the condition.**
2. **Amenities.** Guest represents that the use of any amenity provided by Owner on or at the Property by any guest, additional guest, or other invitee shall be at each person's own risk and Guest warrants that proper disclosures and warnings shall be made to any other user of the amenities.
3. **No Smoking Indoors.** Guest shall be fined \$250 for any violation of this policy.
4. **No Pets.**
5. **Parking shall be on the driveway only and not on any landscaped or natural area.**
6. **Quiet Hours.** 9:00pm – 8:00am
7. Guest shall use the Property only for the purpose stated by Guest during the reservation process, and only as confirmed by Owner. Owner may require modification, amendment, or limitations on the proposed purpose in Owner's sole discretion. Any other use is prohibited without Owner's prior written consent.
8. No act shall be done on or around the Property that is unlawful or that will increase the existing rate of insurance on the Property or any structures thereon or cause the cancellation of any insurance on the Property or such structures. Guest shall not commit or allow to be committed any waste upon the Property, or any public or private nuisance. Guest shall not do or permit anything to be done in the Property that will obstruct or interfere with the rights of neighbors.

### II. **Guests.**

1. The term "Guest" used herein shall constitute the party entering into the reservation agreement and/or otherwise booking the Property. Guest's authorized companions shall be referred to as "Companions," and shall constitute a maximum of ten (10) people (unless approved by Owner in writing prior to commencement of the rental).
2. Additional Companions. Guest shall notify Owner, in advance, and as soon as reasonably possible of any additional companions that will stay at the Property. Further, at the discretion of the Owner, Guest shall pay Owner a reasonable fee, as determined by Owner at Owner's sole discretion, for each night that additional Companions occupy the Property.
3. Additional Companion Fees. Fees for additional Companions shall be deducted from Guest's security deposit and Guest waives any right to claim an offset unless Guest issues payment to Owner for the stated additional Companion fee.
4. Subletting and Assignment. No portion of the Property shall be sublet and the reservation shall not be assigned by Guest. Any attempted subletting or assignment by Guest shall, at the election of Owner, be an irremediable breach of this Agreement which may be cause for immediate termination as provided herein and by law.

### III. **Rental Terms.**

1. Rental Rate. The rate shall be established during the reservation process and stated on the VRBO website, which includes all applicable taxes and fees. The total rent amount is due, without notice, demand, or deduction.
2. Deposit. Owner shall collect at least fifty percent (50%) of the rent to secure a reservation.
3. Balance. The remaining rent shall be due and payable, without notice, demand, or deduction sixty (60) days prior to the start date of your reservation.
4. General. This Agreement shall be for a term of occupancy, beginning on the Check-in date and ending on Checkout date. Said terms may be extended only by execution and signature of a separate Agreement.
  - a. Check-in/Check-out Times. **Check-in** is any time after 4:00 pm on the first day of your Check-in date. The Property has on-site managers available to assist with Check-in and any other Guest needs. **Check-out** is before 11:00 a.m. on the Check-out date.
  - b. Early Check-in / Late Check-out. Early check-ins or late check-outs can be requested for an additional charge but only subject to availability. As such, these will be tentatively booked, and confirmed only within the last 72 hours prior to your arrival. In the event a Guest fails to depart from the rental property by 11:00 a.m. with no late check-out arranged and results in Owner being unable to clean and prepare the property for the next arriving Guest that day, the departing Guest agrees to pay damages and costs incurred by Owner; including but not limited to moving the incoming Guest to another rental property.

- c. Check Out. When Guests check out of the Property, Guests must leave the Property in the same condition as when Guest checked in. It is Guest's duty to have the subject Property in clean and proper condition on the day that Guest's tenancy ends, not on any later day; otherwise, Guest will be considered a Holdover Guest and charged double rent on a prorated daily basis until the work is completed.
- d. Personalty, Condition, and Keys. All personal property that was present when Guest checked in must be accounted for upon check-out and Guest must leave those items in the same condition, except for normal wear and tear. Guest must also return all keys and remotes of the subject Property which were provided to Guests at the time of Check-in; failure to return personalty, keys, and/or remotes shall result in Guest being considered a Holdover Guest, as well as Owner re-keying the locks and replacing the keys, at Guest's expense.
  - i. Guest further agrees to leave the Property in the same condition as it was received, subject to ordinary wear and tear. Except as prohibited by law, Guest shall keep the premises, furniture, furnishings and appliances, and fixtures in good order and condition. Guest shall pay Owner for costs to repair, replace or rebuild any portion of any damages caused by Guest or Guests' companions or invitees.
- e. Security Deposit. Property Damage Protection Insurance is offered through HomeAway/VRBO. This coverage is required unless Guest issues an additional deposit of \$5,000.00 to Owner upon booking. Guest may not use the Security Deposit in lieu or as a supplement to the rental rate. Security deposits collected by, or on behalf of, Owner will be held in trust by and returned to the Guest less any deductions for damages and/or Guest expenses within two weeks after departure. The total amount of any security deposit deductions, when collected, will be applied to clean-up/repair expenses as necessary. Owner will return the Security Deposit to Guest within sixty (60) days after Guest and additional companions have vacated the property or Check-out date, whichever is later; and should Owner withhold any amount of the Security Deposit, Owner shall provide an itemized list of any and all deductions.
- f. Property Damage Protection. Property Damage Protection Insurance is offered through HomeAway/VRBO. This coverage is required unless Guest makes an additional refundable deposit of \$5,000.00 to Owner.
- g. Additional Fees. Guest shall be responsible for paying a cleaning fee and service fee, as indicated during the booking process. **Wedding parties shall pay an additional event fee of \$850.00, which Owner shall bill Guest separately.**
- h. Waiver of Claims. Guest agrees to indemnify and hold harmless Owner and Owner's representatives from and against any liability for personal injury or property damage sustained by any person as a result of any cause, unless caused by the gross negligence or intentional act of Owner or Owner's representatives.

IV. **Cancellation Fees and Refunds.**

1. No refunds shall be given, except as provided in this section.
  - a. If a renter cancels at least **ninety (90)** days prior to the Check-In Date, one hundred percent (100%) of all payments received by shall be refunded to Guest.
  - b. If a renter cancels at least **thirty-one (31)** days but not more than **eighty-nine (89)** days prior to the Check-In Date, fifty percent (50%) of all payments received by the Agent shall be refunded to the renter, less a one hundred dollar (\$100.00) cancellation fee.
2. During Rental – Natural Disasters. In the event the Property becomes unsuitable for occupancy by reason of an event or circumstance beyond the control of Owner, e.g., hurricane, flooding, fire, tsunami, earthquake, power failure for more than 24 hours, etc., causing a renter to vacate after arrival, Owner will **not** provide the Guest with suitable replacement accommodations or refund all or a portion of the rent, taxes, or fees, including the security deposit paid by the Guest. In case of a natural disaster, Guest is encouraged to contact their traveler’s insurance company for any accommodations or damages incurred.

V. **Guest’s Responsibilities.**

1. **Compliance With Rules.** Guest, and any additional companions, shall use the Property solely for agreed upon use and shall obey any and all federal, state, and local laws, in addition to the rules and restrictions identified in the attached as ‘Exhibit A’. If Guest conducts any illegal activity, Owner may terminate this Agreement immediately and Guest agrees to forfeit any deposits or prepayments. Guest shall be responsible for reasonable attorneys’ fees and costs incurred by Owner in connection with enforcing any of the terms and policies affecting the Property.
2. **Repairs and Alterations.** Guest shall not change, modify, add to, or paint the Property, including but not limited to making holes by drilling, nailing, boring, or fastening any item to the Property, its furniture or otherwise through use of nails, screws, adhesives, or like items without Owner’s prior written consent. Except as provided by law, **no repairs, decorating or alterations shall be done by Guest with Owner’s prior written consent.** Guest shall notify Owner in writing of any repairs or alterations contemplated. Guest agrees to pay all costs resulting from an approved alteration or decoration and agrees to pay to Owner any costs associated with restoring the Property to the original condition upon Guest’s checkout.
3. **Disturbances.** Guest, along with any companions, during the term of this Agreement, shall not disturb others, or keep them from enjoying their premises or any common areas at any time, nor shall Guest or any companions breach the peace of the general public.
4. **Insurance.** Guest’s personal property is not insured by Owner. Guest is not a co-insured and is expressly excluded from any insurance policy held by Owner which is now in effect or becomes effective during the term of this Agreement. For this reason, Owner strongly encourages Guests to purchase traveler’s insurance. Guest acknowledges, affirms, and agrees that Owner’s insurance does not cover Guest’s or companions’ belongings, or damages

created by them. Guest shall bear full responsibility for any loss or damage to any personal property while at the subject Property.

VI. **Disclosures.**

1. **Owner's Access.** In the event that it should be reasonably necessary for Owner to access the Property during Guest's stay, Guest waives any and all claims arising therefrom. **Mold.** Guest are aware that mold and/or other microscopic organisms may exist in the Subject Property and may cause health problems. Mold will grow and multiply wherever sufficient moisture, temperature, and organic material are present. **Foreign Transactions.** Any fees incurred by Owner in connection with processing any foreign transaction (e.g. accepting a foreign credit card) shall be paid by Guest.

VII. **Miscellaneous.**

1. **Entire Agreement.** This Agreement represents the entirety of the terms and conditions upon which each party must comply. Any other agreements or deals by and between Owner and Guests must be attached hereto or explicitly incorporated by reference to be considered legally enforceable.
2. **Partial Invalidity.** If any term, provision, covenant or condition of this Agreement should be held by any court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect.
3. **Section Headings.** The Section headings of this Agreement are for convenience of reference only, and shall not be deemed to alter or affect any provisions of this Agreement.
4. **Mediation; Arbitration.** In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle such disputes, claims, questions, or disagreement. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of fourteen (14) days, then upon notice by either party to the other, such disputes, claims, questions, or differences shall be submitted to mediation in Kailua-Kona, Hawaii, administered by Dispute Prevention and Resolution, Inc. ("DPR"), before resorting to arbitration. Thereafter, if the parties are unable to settle any dispute or controversy arising under, out of, in connection with, or in relation to this Agreement, or any agreement incidental or ancillary to this Agreement, or any other aspect of the relationship between the parties hereto, by mediation, such dispute or controversy shall be submitted to arbitration by a single arbitrator in Kailua-Kona, Hawaii, pursuant to the rules of DPR then in effect. Any person who desires to submit any issue or dispute to arbitration shall promptly so notify the other party in writing. The arbitrator shall be selected by the parties in accordance with the rules of DPR. The decision of the arbitrator shall be final, conclusive, and binding on the parties hereto. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All proper costs and expenses of such arbitration including, without limitation, witness fees, attorneys' fees, and the fees of the arbitrators, shall be charged to the party or parties in such amounts as the arbitrator shall determine at the time of the award. In the resolution of any dispute or controversy as set forth in this Section, each

party hereby irrevocably waives any claim or entitlement to exemplary or punitive damages. The parties agree that this Agreement evidences a transaction involving interstate commerce and that the operation, interpretation and enforcement of this arbitration provision, the procedures to be used in conducting an arbitration pursuant to this arbitration provision, and the confirmation of any award issued to either party by reason of such an arbitration, is governed exclusively by the Federal Arbitration Act, 9 U.S.C. § 21 et seq. The parties further agree that, to the fullest extent permitted by law, the provisions of Section 658A of the Hawaii Revised Statutes will not apply to this provision, nor to any arbitration conducted pursuant thereto.

5. **Governing Law; Venue.** The interpretation, construction and enforcement of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Hawaii, both substantive and remedial, but without considering such State's conflict of laws rules. Any judicial proceeding brought by any of the party against any other party to this Agreement, on any dispute arising out of this Agreement, or to any matter related thereto shall be brought in the Third Circuit Court of the State of Hawaii.
6. **Acceptance of Agreement.** By accepting and/or confirming your reservation, Guest hereby acknowledges that he/her/it has reviewed and agreed to any and all terms and conditions found in this statement of terms and policies, including any and all addenda, the House Rules, and/or provisions set forth by VRBO as found and/or referenced on this website.
7. **Addenda.** Guest acknowledges receipt of the following applicable addenda, as indicated, copies of which are attached hereto and are incorporated as part of this Agreement below:

### **Event Requirements (Exhibit B)**

**On the Edge Designs LLC must approve the details of your event.** If you are holding an event at Hale Wailele that includes more than 15 people, please be advised of the following requirements:

1. On the Edge Designs (Hale Wailele) requires that the you, the host obtain **Special Event Insurance** including as a minimum:

**Commercial General Liability** and  
**Host Liquor Liability** (or **Liquor Legal Liability** if liquor is to be sold)

Minimum coverage amounts: \$1M Bodily Injury and Property Damage each occurrence, \$1M Personal Injury, \$2M Aggregate

**“On The Edge Designs LLC, and Karen Eidem/Ed Hammer, 78-7102 Walua Rd, Kailua Kona, HI 96740”** to be listed as **“Additional Insured”** on this Special Event insurance policy.

This insurance may be available as an endorsement to your Homeowners policy or can easily be purchased online for approximately \$100 from companies such as Event Helper.

2. All other vendors such as a band or DJ and service personnel who will be on site are required to have or be covered by Commercial General Liability and Liquor Liability. These need to be provided to us.

**“On The Edge Designs LLC, and Karen Eidem/Ed Hammer, 78-7102 Walua Rd, Kailua Kona, HI 96740”** to be listed as **“Additional Insured”** on their insurance policy.

**3. Bartender(s) are required to serve all liquor and must have a minimum “Hawaii Blue Card” certification and insurance noted in #2 (above).**

4. Proof of **Insurance** and **“Additional Insured”** documentation, along with the attached “Event Details”, are required at least 180 days before the event, otherwise your reservation may be cancelled.

5. The Kitchen at Hale Waialele is furnished with extensive high quality equipment and features but is not a “commercial-grade” kitchen suitable for preparation for large groups of people. Therefore, to ensure a successful event that you will enjoy, **Hale Waialele requires that approved professional caterers be utilized for your event.** We have found that Kona has a limited number of “professional” caterers that meet the insurance that Hale Waialele requires. Therefore you are required to select one of our approved caterers which include an assortment of caterers with a variety of price ranges. Please contact us for the current list of approved caterers.

6. Please note that no type of subwoofer is allowed for Bands or DJ’s. We can recommend some who are experienced in a neighborhood setting.

7. We are very happy to accommodate a fun dance party and if your vision includes a club style reception including EDM raves/hip hop/rap this is not an appropriate location.

8. Your personal speakers are not allowed as we have an excellent Sonos music system.

9. Hale Waialele is part of a residential neighborhood. Hawaii County has changed quiet hours effective April 2019 from 10 pm-8 am to new hours of **9pm-8am**. It is important to plan your event accordingly.

10. You are welcome to move the lanai furniture with the exception of the large glass top table just outside the kitchen. If you do, please take pictures beforehand, and return all the furniture and planters to their original positions before you check-out. If the furniture is not returned to original positions, there will be a \$500 fee to hire furniture movers.

***Please acknowledge receipt and acceptance of this “Event Requirements” (Exhibit B)***

Updated 4/16/19