

# Chase 'N Rainbows Real Estate, Inc. RENTAL AGREEMENT

The State of Hawaii allows a maximum of three people in a studio, four people in a one bedroom, six people in a two bedroom, and eight people in a three bedroom.

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## Deposit Policy & Cancellation

A 5 night deposit per unit is due at time of booking. Payment in full is due 30 days prior to arrival. All monies are forfeited if cancelled less than 30 days prior to the arrival date, unless the unit is re-rented. For all reservations cancelled after receipt of the deposit, there will be a \$75 cancellation fee.

## Winter Reservations (December 16- March 1)

All reservations for the above dates must be paid in full by November 1. For reservations made after November 1, payment in full must be received within 10 days of the reservation date. If the reservation is cancelled after November 1, all monies will be forfeited unless the unit is re-rented.

**\*\*There is a 7 night minimum for all reservations between December 16- January 10.\*\***

CHECK IN is after 3:00 PM local time. CHECK OUT is required by 11:00 AM on the day of departure. No late check-outs. If you are in the room after check-out time there will be a charge equal to one night's rent plus tax.

**House Rules:** A full listing of the House Rules pertaining to your condo/property is located in the red binder left open on the dining table when you enter the unit upon check in. *Please review these house rules as there may be warnings 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. **No additional people beyond the maximum occupancy of the condo are allowed on the rental property at any one time.**

Keys/Lockout Policy Your check-in instructions with either a key code or key release request form will be provided to you *prior* to your arrival. It is your responsibility to bring this information with you. In the event a guest is locked out of the unit during the rental period, the guest may borrow a key by coming to the office. After business hours, the guest must call (808) 870-6181 for assistance and an agent will meet the guest at the unit. There will be a \$50 charge for this service, and this is due at the time service is rendered. There will be a \$20 charge for any lost keys.

Lost and Found Items: We are not responsible for lost items. A \$20.00 handling fee, plus postage, will be assessed for all lost items that have been found and returned to the guest.

Damage/Loss Policy: All units are individually owned and decorated. Please do not remove linens, dishes or other items from the units. Guests are liable for additional charges resulting from any damage, lost items or excessive check-out cleaning. Chase 'N Rainbows Real Estate, Inc. is not responsible for lost or stolen items. We make every effort to ensure that all equipment within each rental is in working order. In the event of a breakdown, we will strive to repair it as soon as possible after being notified of a problem. We cannot guarantee that spas, air conditioners, televisions, appliances, etc. will not break down during your stay and therefore, *no refunds or adjustments will be made for mechanical failure.*

Customer understands that Chase 'N Rainbows 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. Construction on adjacent properties or construction conducted by the State is not reason for termination of this agreement, nor is it a reason for the refund of any monies to customer.

Customer understands that insects, rodents and lizards unfortunately flourish in tropical environments. If customer's rental is in a tropical climate you may encounter these pests during your stay. Customer understands that owners make their best efforts to hold to an absolute minimum your interaction with these pests. Contact with a pest inside or outside of your rental is not reason for termination of this Agreement nor is it a reason for a refund of your monies.

Any issues customer has with the rental must be reported immediately to Chase 'N Rainbows RE, Inc via the phone number listed in the rental unit's directions and entry instructions. Owner and Chase 'N Rainbows RE Inc. have a reasonable amount of time to restore rental to acceptable conditions. *Any issues presented after check out can not be remedied and are not cause for compensation to customer.*

**NO SMOKING:** The Hawaii legislature enacted State Law 295, effective November 16, 2006, which prohibits smoking in all enclosed or partially enclosed areas open to the public. Violations will result in fines. All Chase 'N Rainbows units are subject to this new law.

***Please review this Rental Agreement ("Agreement") in its entirety. It will govern your rental arrangement and legally binds you ("customer") to the terms set forth above. This rental is conditioned expressly upon your acceptance without modification of the terms, conditions, and notice requirements set forth above.***

*I have read the Chase 'N Rainbows Real Estate, Inc. Rental Agreement listed above. I agree and accept the terms of the Rental Agreement and to the Itinerary, Payment Schedule, Charges, Unit amenities (A/C vs No A/C) as listed above in the reservation check out screen. I am also aware that my credit card will be charged for any expenses incurred.*