

RENTAL AGREEMENT READ AND SIGN TO RESERVE THE PROPERTY

RENTAL AGREEMENT AND CHARGES: a signed and dated copy of this RENTAL AGREEMENT and a Deposit of 25% of the total is due within 10 days of booking. The balance is due, in full, 75 days prior to arrival. If these deadlines are not met then the reservation is subject to cancellation at our discretion.

Upon receipt of the signed and dated copy of this RENTAL AGREEMENT and your Deposit, a copy of your drivers' license, a rental confirmation will be e-mailed to you.

Once we receive full payment for your reservation, we will email you the home instructions that include travel directions to our home and the lock code to access the house. Please review that packet carefully and take it with you.

Full disclosure and warning: Our home is at the ground level in the tropics. We have monthly pest control. However, there abundant natural wildlife, mammalian, avian, reptilian and from the insect world in Maui and on our estate. During your stay you will see flying Palmetto bugs, ants, centipedes, spiders, worms, etc. on our large, landscaped grounds. You will also see lizards, geckos and birds. You may see mice, mongooses, rats and cats. The weather often plays a role in insect blooms. We cannot control the weather and while we try to control the insects and rodents (you will likely see dead bugs in the house) if you are at all squeamish about insects do not rent this house and do not rent a ground level unit anywhere in the tropics.

SECURITY/DAMAGE DEPOSIT: You are responsible for damages to the home and its furnishings caused by you or your guests. The cost of damages will be charged to your credit card or deducted from your security deposit, whichever circumstance. If the damages exceed your security deposit, you will assessed those charges. Your security deposit will be refunded within 14 days provided:

- No damage is done to the home or its contents.
- No linens or household items are missing.
- No early check-in or late checkout.
- House has not been smoked in.
- All keys are returned

CANCELLATIONS

- If you cancel 151 days or more before arrival, 90% of your deposit less the credit card processing fee will be refunded.
- If you cancel 91-150 days before arrival, 50% of your deposit less the credit card processing fee will be refunded.
- If you cancel 60-90 days before arrival, 25% of your deposit less the credit card processing fee will be refunded.
- If you cancel less than 60 days before arrival, you will forfeit full payment. We will attempt to re-rent for your dates, and a proportional refund, less a re-rental fee of 20% of your total, will apply.
- No credit will be given for shortened stays due to late arrival or early departure for any reason.

- No cancellations due to weather.

HOUSEKEEPING: When you arrive, the home will be clean and set up with linens, bath towels, hand towels and an initial supply of paper products and soaps. Guests are responsible for purchasing additional supplies for the balance of the stay.

NO PETS allowed. Guests who bring a pet or pets without approval will forfeit their security deposit and may be evicted from the property.

This is a **NON-SMOKING HOME**. If there is any evidence of smoking your security deposit will be completely forfeited. You may be responsible for additional expenses for the restoration of the property if expenses exceed your security deposit.

NO PARTIES OR WEDDINGS: Our estate strictly prohibits large parties, gathering or weddings on the property. If this rule is violated, then you will be subject to fines and penalties that may be imposed on the property owner by the County of Maui and your security deposit will be forfeited and may be evicted from the property. Voices carry a long way in the still Hawaiian nights and early morning. Please respect the quiet hours between **10:00 PM and 7:00 AM**.

There are board games and activities for our guests, however some games have small pieces or parts and are not suitable for young children, i.e. toddlers and infants, who may put things in their mouths. **Do not allow young children to play unsupervised with games.**

Check-in time is no earlier than 3 pm Hawaii time. There is only a 5 hour window to completely clean, disinfect and set up for the next guests. Please respect this work schedule and do not arrive early.

Checkout time is no later than 10 am Hawaii time the day you are scheduled to leave. We must be able to enter the home at 10 a.m. If you do not vacate the premises on time, you will be charged for one (1) additional night's stay.

Checkout procedures: Prior to checkout, all dishes should be washed and put away. Beds may be left unmade and sheets and pillowcases left on. Towels should be placed in the laundry hamper. Make sure all doors and windows are locked and shut and the lights and fans are turned off.

DTKM Kula LLC and Bello Realty, Inc. are not liable or responsible for personal items left behind, lost or stolen. **Do not leave your valuables in plain site – this is paradise, not Heaven.** A small safe is provided but **we do not guarantee the safety of any contents left in the home or safe.**

Lost items: If you leave an item after checking out and wish to have it returned, call Bello Realty as soon as possible and we will look for the item. If your item is found, we will arrange for shipment to you, inform you of the shipping cost and deduct it from your deposit refund to cover the expense.

You must be 21 years of age to rent this home and provide proof of age, if requested.

The home has a **maximum occupancy of six (6) guests.** Renters who exceed the occupancy limit and falsify occupancy information at the time of reservation are subject to eviction or an additional charge of \$200 per night per person, subject completely to our discretion.

House parties are strictly prohibited and grounds for immediate eviction.

Illegal substances are strictly prohibited and grounds for immediate eviction.

If a personal check is returned to us for non-sufficient funds, you will be charged the amount levied by the bank for NSF charges.

Force Majeure. There may be circumstances beyond our control and contemplation in which the property might not be available for your booking or may arise during your stay that will require that you be relocated. Examples of these include (but are not limited to) destruction of or severe damage to the property. In the event of *Force Majeure*, we will do our best to make alternative arrangements for you where possible. If we cannot, or if the alternative arrangements are not acceptable to you, then we will refund to you the balance of your rent less the cost of the alternative housing and any applicable cleaning charge. Force majeure events require notification by you to Bello Realty and the opportunity by us or our agents to inspect the home and concur with the need for relocation. This will be the full extent of our liability to you in such circumstances and we will not be responsible for any other costs connected with any such cancellation, howsoever arising.

Entire Agreement: This Agreement sets forth the entire agreement between the Parties respecting the subject matter hereof and the Action. This Agreement supersedes all prior negotiations, representations, understandings, and agreements, oral or written, except to the extent expressly set forth herein. All prior negotiations, understandings, promises, agreements, and representations are deemed merged and fully integrated into this agreement and as a result are no longer legally valid and have no evidentiary value. The Parties acknowledge that in executing this Agreement, they do not rely upon any representation or statement by any other Party, or representative thereof, concerning the subject matter of this Agreement, except as expressly set forth in the text of this Agreement. This Agreement may not be amended, modified, altered, or otherwise changed in any respect except by a written document executed by all Parties.

Applicable Law: This Agreement shall be governed by and interpreted, construed and enforced pursuant to the laws of the State of California. Venue shall be located in Sonoma County, CA.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I CERTIFY THAT I AM AT LEAST 21 YEARS OF AGE AND THAT I WILL BE HELD RESPONSIBLE FOR THE CARE OF THIS PROPERTY BEING RENTED UNDER MY NAME. I ACCEPT FULL RESPONSIBILITY FOR DAMAGES OR EXTRA CLEANING CHARGES, SHOULD THEY BE DISCOVERED DURING OR AFTER DEPARTURE.

Print Name:			Mail or Fax to
Address:			
City:	State:	Zip Code:	
Phone:		Email:	
Signature:			
Date:			

PAYMENT

We accept payment by personal check, postal money order or **Visa or Master card**. If you choose to pay by credit card your invoice will be adjusted – the damage deposit will be removed from the total and instead an authorization for the amount of the damage deposit will be run prior to your arrival. If there is no damage, the authorization will expire without charge.

*CREDIT CARD AUTHORIZATION: I understand and consent to the use of the credit card provided without original signature on the charge slip, that a photocopy or fax of this agreement will serve as an original, and that this Credit Card Authorization cannot be revoked and will not terminate until 90 days after leased premises are vacated.

Signature

Payment Method

- Check/ Money Order
- Credit Card – complete the following: **VISA OR MASTERCARD ONLY**

Name on Card			
Number on Card			
Expir. Date		CVV Number	
Credit Card Billing Address			
	Street Address		Zip Code

Renter Information

Name			
Address			
	Street Address		
	City	State	Zip Code
Phone Number		Email Address	

Occupancy

Check In Date		Check Out Date	
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Payment in full must be received 75 days before arrival.