

THE MOTHER OCEAN

Vacation Rental Agreement

Property: "The Mother Ocean," A Private Beachfront Estate
2820 Kamehameha V Highway
Kaunakakai, Hawaii 96748
Phone at residence: (808) 553-4214

Property Owner: The Mother Ocean, LLC

Property Owner Contact: Julie Gilkison
Phone: (541) 351-8747 (541-351-TRIP)
Fax: (503) 829-5352
Email: themotherocean@icloud.com

Property Manager: Raymond Tensfeldt
Cell: (808) 658-0960

On-Site Contact: Kini Christie
Phone: (808) 553-4220

Accommodations: Luxury furnished residence, 3 bedrooms (1 king-size bed, 2 queen-sized beds), 2-1/2 baths, living room, dining area, kitchen, library/video room, laundry, swimming pool, sandy ocean-front beach, 2-acre landscaped park grounds. No vehicles, watercraft, or sports equipment are provided.

Maximum Number of Occupants: By law, the residence is to be occupied by **no more than six (6) persons** at the maximum. (Adults and children over age two)

VACATION RENTAL AGREEMENT

"The Mother Ocean" is a vacation rental property owned by The Mother Ocean, LLC. This agreement is between the renter/applicant (the agreement signer) and The Mother Ocean, LLC, an Oregon limited liability corporation.

VACATION RENTAL AGREEMENT TERMS

The Mother Ocean, LLC promises to rent the above described vacation residence, in good working order, for the renter/applicant's exclusive use for a personal or family vacation during the rental nights indicated in this agreement as check-in night through check-out morning dates.

Check-in time is 4 pm of the day of the first rental night, and check-out time is 10:00 am the morning after the last rental night. If you require a different check in or check out time we may be able to accommodate you based on availability, and it must be arranged in advance.

The Property Owner furnishes fresh water, electricity, trash collection, telephone services, satellite TV and Internet cable connection for laptop computers for guest comfort and convenience. It is not responsible for interruptions to these services beyond its control. Telephone service is free for local, inter-island and mainland calls. International calls must be made on a renter's / guest's personal charge card.

Any substantial damage to or theft of rental property (over \$100) caused by the renter or guests will be the financial responsibility of the renter to repair or replace, at the discretion of the Property Owner owner/members. The owner/members will immediately notify the renter/applicant of any observed substantial damage and arrange resolution.

All guests are responsible for the safekeeping of their personal property during their stay and bear the risk of loss. The main residence has locking exterior doors and windows, but no safe for belongings or safe deposit box arrangement exists.

In instances when the residence cannot be safely occupied for reasons beyond the owners' control, or where access to the property or to food supplies and essential services is not reasonably possible due to widespread flight cancellations, severe tropical storms, lengthy disruption of barge shipping services to/from Molokai, or Acts of Nature, the Property Owner will make reasonable efforts to re-book rental dates for the renter/applicant which are acceptable to both parties to this agreement. Such instances, however, do not void or cancel the rental obligation of the parties to this agreement —only the rental dates will be adjusted to later dates.

"The Mother Ocean" is a single-dwelling vacation rental property and regulated by the State of Hawaii or the County of Maui.

HOUSE POLICIES

- Check-in: 4:00 PM / Check-out 10:00 AM
- The renter must be 21 years of age to rent this property and provide proof of age.
- This is a non-smoking residence. No smoking inside the home or on the lanais. You are permitted to smoke outdoors on the grounds, however butts are to be disposed of properly and not discarded on the premises.
- No more than 6 guests are allowed at the property. No parties or group gatherings other than registered guests shall occur. Weddings, receptions, corporate events, large house parties, or use in commerce are prohibited.
- Games and other activities are furnished for our guests; however, some games have small pieces or parts and are not suitable for very young children who may put things in their mouths. Do not allow very young children to play unsupervised.
- There are no lifeguards on the beach. Babies and children shall not be left unattended by the ocean. All water activities require full-time adult supervision of children. Guests will enjoy all water activities at their own risk. Owners bear no responsibility and are held harmless by this agreement for injury or loss to guests from water activities. No pool lifeguard is provided. Guests are encouraged to use personal flotation devices (PFDs) as required by Hawaii state law (age 12 and under, in and around any watercraft on the water). Please note that the shoreline area is the property of the people of Hawai'i, and is open for the free use by everyone.
- Although we cannot be liable or responsible for personal items lost or left upon departure, we will make every effort to return any personal property found or inadvertently left behind.
- Possession or use of illegal substances or conduct of any illegal activities on the premises are strictly prohibited.
- All guests must respect the property and surrounding area while occupying the house.
- Quiet hours are from 9:00 PM to 8:00 AM during which time you shall not unreasonably disturb adjacent neighbors. Sound that is audible beyond the property boundaries during non-quiet hours shall not be more excessive than would typically be associated with a residential area. Amplified sound that is audible beyond the property boundaries is prohibited.
- A maximum of two cars are allowed on premises. Cars shall be parked in the designated onsite parking area (driveway only) and shall not be parked on the street.
- When not in the house, please turn off all lights, ACs and fans. Cost of electricity on Molokai is very high.
- Rearranging furniture, or moving furniture outside the house is prohibited.
- Shake all beach sand off of towels and clothes before entering the home and pool. Sand is hard on the hardwood floors and the pool filtration system.
- Do not spray sunscreen inside of the home.
- Please do not attempt to access or alter the pool filter, pool maintenance system, or the garage. These areas are off limits to guests and are accessible to house maintenance staff only.
- Departure instructions: 1) Load and start dishwasher, 2) Return any clean dishes, pots, etc. to the cabinets, 3) Turn off all lights, AC and fans, 4) Bag up trash and recyclables and sort into the cans on the side of the garage, 5) Shut and latch all windows, lock all lanai doors, and front door, leaving keys under the mat. 6) Depart the home by 10 AM.
- **Cancellation Policy:** Failure to make payments when due will result in cancellation of this agreement. If a personal check is returned to us for non-sufficient funds or a credit card charge is returned unpaid, this rental agreement is terminated.
- Any exceptions to the rules and regulations written here must be approved, in writing, in advance, by the owners.

PAYMENT

A nonrefundable 50% deposit (plus Hawaii state tax) is required to hold your reservation. The balance of the rental, plus Hawaii state tax and cleaning fee (\$200) are due 30 days prior to scheduled arrival. We will send a reminder statement approximately 35 days before your arrival. We appreciate receiving deposit payment in the form of a personal check, postal money order or credit card authorization within 7 days of initial booking. Once payment is received, your dates are reserved.

Reasonable requests for changes in rental dates to avoid cancellation will be considered by the owners. Failure to pay balance of rental prior to 30 days of scheduled arrival date causes cancellation of the rental dates and forfeiture of the nonrefundable deposit as a liquidated damage.

Payment Method (check one)

- Check/Money Order - Enclosed (Check payable to: The Mother Ocean, LLC)
- Credit Card* – (completed on VRBO website)

REMINDER: RENTAL PAYMENT IN FULL MUST BE RECEIVED 30 DAYS BEFORE ARRIVAL DATE

Contact Information

Name of Renter/Applicant	
Address	
Email Address	
Phone Number - Home/Cell	
Number of Guests/Ages of Guests	

Check In Night:		Check Out Morning	
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50% Nonrefundable Deposit + Hawaii State Tax (13.25%)		Due at time of booking
Balance Due on 50% Rental + Tax + Cleaning Fee (\$200)		Due 30 day prior to scheduled arrival date
Total Rental Fee + Cleaning Fee		All due 30 days prior to scheduled arrival date

Please note the cancellation policy as described in this agreement.

This agreement must be returned with nonrefundable deposit within 7 days of receipt to hold dates requested.

For the vacation rental rights granted to the Renter/Applicant herein, it is hereby agreed by the undersigned to obligate himself/herself to the vacation rental agreement terms, limitations, restrictions and prohibitions stated herein. Receipt of deposit payment binds the Property Representative to this agreement. Hawaii State Law governs this agreement.

Date: _____ Signature: _____
Renter/Applicant (Age 21 years or older)

Print Name: _____
Renter/Applicant (Age 21 years or older)

THANK YOU! WE KNOW YOU WILL ENJOY YOUR STAY AT "THE MOTHER OCEAN". THE BEACH CHAIRS ARE WAITING FOR YOU.

All correspondence and check payments (payable to: The Mother Ocean, LLC) should be addressed to the following:

**The Mother Ocean, LLC
P.O. Box 1050
Molalla, OR 97038
Phone: (541) 351-8747
Fax: (503) 829-5352
Email: themotherocean@icloud.com**