



# Reservation Agreement

**#9-405 Kamaole Sands**

**Hawaii Tax ID: 202-576-0768-01**

- **CANCELLATION POLICY:**
  - \$150 Cancellation Fee if cancelled outside of 60 days.
  - No refunds within 60 days of arrival unless we are able to rent the condo. The difference between actual funds received and amount you paid will be refunded, less a \$150 Service Fee.
  - Cancellation or shorten stays after arrival – all funds forfeited.
  - Monthly Reservation Cancellations: Monthly renters must cancel one hundred twenty (120) days prior to check-in. All deposits will be refunded less \$150 Service Fee. Monthly renters who make a change that results in a shortened stay must do so at least ninety (90) days prior check-in. No Refunds under 90 days prior to arrival unless we are able to rent the condo. The difference between actual funds received and amount you paid will be refunded, less a \$150 Service Fee.
  - Any lost funds due to cancellation**: Will be credited on your next stay with us at either our Kamaole Sands Condo or any of our Sunriver Oregon properties.
  - We reserve the right to cancel any reservation due to circumstances beyond our control. There are no refunds due to electrical blackout, loss of telephone service or any event beyond our control. See Hurricane/Storm Policy below:

## **HURRICANE OR STORM POLICY** - No refunds will be given unless:

--a. The National Weather Service orders mandatory evacuation in a "Tropical Storm/Hurricane Warning area"

The day that the National Weather Service orders a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:

- a. Any unused portion of rent from a guest currently registered,
- b. Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten their stay, to come in after the Hurricane Warning is lifted; and
- c. Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Warning."

- **Check In:** We will email you instructions 2 week prior to your stay.
- **RATES:** Rates, promotional specials, and nightly minimums vary and are subject to change. Other restrictions may apply. The Cleaning fees are not refundable and are in addition to the nightly rate. Guests will pay the Resort Fees & Check in fee upon arrival during check in. This is a one time fee which is about \$63. The Resort Fee goes to pay for the Internet - Mai Tai Party - Free Daily Newspaper & other resort amenities. The Resort portion of the Fee is charged for each 30 day block, so if you would stay 31 days that part of the fee would be charged twice. These rates can change.
- **RENTAL DEPOSITS:** Entire balance is due 60 days prior to arrival. A rental deposit is due a maximum of seven days after making reservation. Sorry, we do not hold reservations without a deposit. Balance of rent is due 60 days prior to arrival and is not refundable if dates are shortened. See Cancellation Policy above for additional cancellation restriction.
- **SECURITY DEPOSITS:** A minimum security deposit is due prior to check in and it will be released within 7 days after check out, barring any damage to the condo, extra cleaning or breach of the rental agreement.
- **PETS:** Are not allowed. Having a pet, will cause forfeiture of security deposit and ejection along with loss of all funds.
- **DAMAGES & CLEANING:** Damage to the rental condo or left in an unreasonable condition or excessively dirty are the financial responsibility of the registered guest. This means if you spill something you clean it up. This includes the cooktop and oven. If you disconnect TV cables and they are not put back in the correct manner, there will be a charge for our maintenance man to reconnect them. Please follow the check out list prior to departing.
- **PARKING:** All vehicles must be parked in the assigned parking or in guest parking area. The front desk will provide the parking stall number. If you have more than one car, let the front desk know when you check in and they will provide you with a free guest parking pass to park in the visitor parking area. You must receive a parking pass.
- **REPAIRS, EQUIPMENT, AMENITIES:** The condo is furnished with towels, linens and fully equipped kitchens. A small supply of certain cleaning items and toiletries are provided. Refills of supplies are not provided. Repairs to malfunctioning equipment will be performed as soon as possible. Equipment function cannot be guaranteed 100% of the time.
- **BEACH EQUIPMENT:** We provide items in lanai storage closet, such as beach chairs, boogie boards, umbrellas, beach mats, cooler on wheels and a fold up wagon. Other items may be left by prior guests, such as beach toys and snorkel gear. If something is broken please toss it and not put it back in the storage. Also, please leave all sand at the beach. You can wash all items off just inside the gate at Kamaole Sands at the shower area.
- Registered guest must be 30 years of age or older. Subletting of the condo is prohibited
- Any illegal activities will result in full forfeiture of rental deposit, rents and removal from the condo.
- **SMOKING:** Smoking or Vaping is only allowed in the 7 designated areas in the complex. No smoking or Vaping in the condo or lanai
- **OCEAN SAFETY:** Entering and swimming in the ocean is dangerous. Enter and swim in the ocean at your own risk. We accept no responsibility for the use of our beach equipment, the beach, or the ocean by any tenant or guest.