

# KIHEI KAI NANI RENTALS

## TERMS OF RENTAL AGREEMENT

This agreement constitutes a contract between Guest and KIHEI KAI NANI RENTALS (hereinafter "Agent") on behalf of the Owner of said premises.

**CHECK-IN TIME BEGINS AT 2:00pm.** Every effort is made to ensure property is ready by 2:00pm but Agent cannot guarantee time. There are no exceptions for early arrivals unless Agent has released the property.

**CHECK-OUT TIME IS 11:00am.** A late departure charge of \$50 per hour will be assessed for violations. Arrangement can be made for a late checkout for a ½ day charge dependant upon availability.

**DEPOSIT:** A minimum deposit of \$200 will be taken at the time your reservation is made. This deposit must be received in order to guarantee the reservation of said premises. The balance of the total rental fee is due on or before 45 days prior to arrival. In the event the reservation is made less than 45 days prior to arrival, full payment is expected at time of booking. A reservation fee of \$25 applies to all reservations and is non-refundable. For reservations of 28 days or more a deposit amount will be \$400. MasterCard, Visa, Personal Checks or Money Orders accepted. (There is a \$25 service charge for returned checks)

**CANCELLATION: LOW and HIGH SEASONS.** When this agreement has been cancelled 45 days or more prior to the date of arrival there is a \$100 Cancellation fee. Any remainder of the initial deposit will be refunded. If canceled 30 days prior to arrival you will be charged a minimum of 4 nights, unless the property can be re-rented at the full rate. Cancellations made 14 days or less prior to arrival will result in forfeiture of all monies paid unless the property can be re-rented at the full rate. **Under no circumstances are changes to dates, shortened stays or no-shows allowed.**

### The Following Terms Apply To Any Rental Agreement Between Guest And Agent:

1. Agent reserves the right to correct errors in pricing and amenities.
2. Occasionally there may be unusual circumstances (Owner of property makes the dwelling unavailable or unit is undergoing major repairs) that will result in a change of your specific premises. Agent will use all reasonable efforts to inform Guest should this happen, and Agent will provide Guest with comparable premises when available. If comparable accommodations are not available, the Guest agrees to accept a full refund of any monies paid and any obligations hereunder are terminated.
3. Equipment occasionally malfunctions and cannot be guaranteed 100% of the time. Agent will correct the problems as soon as humanly possible. An authorized employee or repairman may enter the premises to repair such equipment. Refunds will not be issued due to malfunctioning equipment including Internet access. This applies to any closed amenities such as pools, shuffleboard, BBQs, etc. Kihei, Maui is a continuing and desirable development area. Agent will not move or give refunds due to construction noise.
4. GUESTS ASSUME RESPONSIBILITY FOR ANY LOSS OR DAMAGE TO THIS PROPERTY OR ITS CONTENTS, DUE TO NEGLIGENCE OR MISCONDUCT ON THE PART OF THE GUEST OR THEIR INVITEES. NOTE: AN INVENTORY IS CONDUCTED BY AGENT AT THE BEGINNING OF EACH STAY AND AGAIN AT THE END OF THE STAY PRIOR TO CLEANING. A credit card will be kept on file and will be billed for any additional charges or damages that are deemed excessive or negligent.
5. PETS ARE NOT PERMITTED IN RENTAL ACCOMMODATIONS – VIOLATORS ARE SUBJECT TO EITHER EVICTION AND/OR A \$200 CHARGE FOR FLEA TREATMENT.
6. ALL PROPERTIES ARE NON-SMOKING including on the LANAI. Should Guest or their invitees smoke inside the property Guest will be charged a \$200 to DEODORIZE the room.
7. Lock all doors when leaving premises. Neither Agent nor the Owner will be held liable for any theft of valuables.
8. Occupancy and use of premises and communal areas shall not be such as to disturb other guests or residents. Agent has the right of entry to inspect Owner's property at times Agent deems necessary. The Agent has the prerogative to terminate this agreement and direct disruptive guests to vacate premises without issuing refunds.
9. Property is cleaned prior to arrival and upon departure. Property is provided with a starter set of the following items: toilet tissue, paper towels, 1 trash liner, dish soap and dishwashing detergent where dishwashers are available. Thereafter, guests are responsible for their own consumables.

10. Guests may not hang towels, garments, etc. from balcony railings.
11. All trash must be placed in non-porous bags, secured and placed in designated trash service areas.
12. Guests are required to keep entry and outside hallways free of any objects such as bicycles, ice chests, beach chairs, etc.
13. The use of outdoor grills on balconies is strictly prohibited. (HI Fire Code).
14. Should Guest have a lock out event after office hours, there will be a \$20 charge to be paid to the KIHEI KAI NANI staff member promptly upon re-entry to your unit. The cost for lost keys is \$10 each.
15. BLANKETS, LINENS AND TOWELS ARE FOR INSIDE USE AND SHALL NOT BE TAKEN OUTSIDE THE UNIT with the exception of beach towels when provided. There will be a \$15 charge to your credit card for each lost beach towel.
16. A maximum of four (4) people may occupy a one bedroom Unit.
17. Each property has an individual private phone number. Outgoing long distance calls must be billed to your personal calling card or credit card.
18. We can provide you with information for companies that rent items such as cribs, roll-aways, and highchairs, etc. These items can be delivered to your rental.
19. Condominiums are not available for rent to vacationing students or guests under the age of 25 (twenty-five). The person signing this agreement must occupy the premises the entire length of the reservation. Failure to adhere to this regulation will result in immediate termination of this Agreement and/or eviction.
20. Neither Agent nor the Owner will be held liable for any accident or injury that may occur to Guest or their invitees during occupancy in or on the property.

**Accidental Property Damage Waiver:** Accidental Property Damage Waiver provides protection to Guest for any accidental breakage or damage to rental property up to a maximum of \$1000. **Damage must be reported by the Guest before departure.** Damage not reported by Guest will not be covered by Accidental Property Damage Waiver and Guest will be responsible for all damages incurred. Cost is \$26. This waiver protection is added to the rent unless Guest opt-out/decline protection in writing on Rental Agreement. If you refuse to accept the damage waiver you will be charged a \$250 security deposit. Deposit will be refunded in the manner in which it was paid after inspection is completed (within 48 hours).

#### **Directions to Kihei from Kahului Airport:**

- From airport follow Highway 380 (Dairy Road) to Puunene Avenue (350)
- (5th traffic signal from the airport). Turn left at streetlight on Puunene Ave (350)
- This road will merge into Mokulele Highway (311)
- Follow Highway 311 for about 5 miles. The Mokulele Highway (311) will become the Piilani Highway (31) at the beginning of Kihei.
- Turn right at Alanui Ke Alii Rd. (7 traffic lights from the beginning of Kihei)
- Take a left on South Kihei Road and drive down about ½ miles. Kihei Kai Nani will be on your left. (Just past Denny's)

[Google Map](#)  
[Google Map Directions](#)

#### **Aloha and Welcome!**

If you cannot find us, please call us at 800-473-1493 or 808-879-088 and we will assist you. Our regular office hours are 9am to 5pm daily.