



## Guest Vacation Rental Agreement

Aloha and Mahalo for choosing Mahina Surf (managed by Maui Paradise Properties, LLC) for your vacation stay on our beautiful island of Maui! Our goal is to make your vacation as enjoyable and worry free as possible.

### **Trips with check-in dates after August 1, 2020 to December 15th 2020.**

- Good news—our worry-free change and cancellation policy is still in effect until December 15<sup>th</sup>, 2020. You are still eligible to receive 100% of your \$300.00 deposit, the \$99.00 administration fee is not refundable, as long as you do so at least 30 days before your check-in date.
- For changes or cancellations with arrivals in less than 30 days, our Covid-19 rules are still applying to Covid-19 situations. If your unable to travel to Maui due to local travel restrictions due to Covid-19, either at home or on Maui, you are eligible for a refund of your \$300.00 deposit, the \$99.00 administration fee is non-refundable. Proof of restriction is required.
- For cancellations due to Covid-19 infections in your travel party and family, we have available Covid-19 travel insurance that will provide cancellation refunds to you and your party. Proof of positive infection is required. Policy also includes many other features and cost savings. Please review terms and conditions. [Travel-Insurance.](#)

### **THIS VACATION RENTAL AGREEMENT IS A LEGALLY BINDING CONTRACT. PLEASE READ ALL PROVISIONS AND ATTACHMENTS CAREFULLY.**

The Vacation Rental Specialist must be provided with the names and ages of all Guests staying at the contracted vacation rental. Additional Guests, whether adults, children or babies put additional stress on rentals and accommodations. Any Guest violating and exceeding the number of Guests contracted for shall be assessed a fee of 1.5 times the \$10 per day extra Guest fee per extra Guest. All Agreements must be in writing. Written confirmation must be given by the Vacation Rental Specialist for additional members in your party. Primary Guest must provide complete information requested. Incomplete or inaccurate information may void this Agreement. No transfers are permitted without the express written permission of your Vacation Rental Specialist.

**Guest(s) are responsible for the safety and behavior of their children, or any invitees of Guest(s).**

### **Internet Access**

Guest understands that they are responsible for all internet activity, where applicable, and agree that no illegal, or copyrighted materials may be downloaded. Guest further understands that no refunds will be given for internet connectivity issues. MPP has no control over third-party internet providers, whether by Owner's contracted service or any association internet provider. Should internet service not be available as described in the MPP unit information, Vacation Rental Specialist will make every effort to restore any lost service, if possible.

### **Disorderly or Unlawful Activities**

Guest agrees that no unlawful activity shall be permitted within or without the premises at any time. This shall include excessive noise or disorderly conduct by any person or invitee of the Guest or their Guests. No illegal firearms, fireworks or explosives of any kind are permitted on or near the property and that all rules and

regulations of the Association or strictly adhered to. Guest understands that they may not sublet or assign this Agreement under any circumstances.

### **Travel Insurance / Hurricanes and Natural Disasters**

Guest understands that there are no refunds due to inclement weather, including hurricanes, floods, earthquakes or any natural disaster that may occur. MPP shall not be liable for events that may interfere with Guest(s) scheduled occupancy, including but not limited to acts of government agencies, fire, strikes, terrorism, or war. **Mahina Surf recommends that Guest(s) purchase travel insurance** to cover any potential and unforeseen circumstances. Please ask your Vacation Rental Specialist for assistance with any Travel Insurance needs. Please keep in mind that Travel Insurance companies typically require insurance to be by final payment. [Travel-Insurance](#)

### **House Rules and Damages**

Upon arrival, Guest should inspect the property and report any noticeable issues as soon as possible. All damages, outside what is deemed normal wear and tear, must be reported prior to your departure. Guest(s) agree(s) to be responsible for soiling or stains, and any damages beyond reasonable wear and tear, and shall compensate owner for damages by you or any person in your party or visitors you invite into the unit. Should Maui Paradise Properties deem the damage to be intentional the Guest will be held responsible for the repair, replacement, and/or cleaning. Guest further agrees to abide by all House Rules and Laws per property.

### **Non-Smoking Facility**

Hawaii State Law prohibits smoking in all public areas, including public beaches. Please be aware that there is a strict No Smoking policy within the Unit or anywhere on Mahina Surf property. Mahina Surf is entirely smoke-free. Guest agrees that the actual cost for smoke removal can be greater than \$1,000.00 and will be charged in the same manner as damage charges if this rule is violated.

### **No Air Conditioning**

Mahina Surf currently does not have air conditioning in any of the units.

### **Condition of Rental Unit**

Guest agrees that all furnishings and amenities will be left in the same condition as when Guest(s) arrived. Any unusual conditions or broken items must be reported immediately. All items and décor are privately owned and provided for Guest(s) use and enjoyment. Please respect the property as you would your own. **DO NOT REARRANGE FURNISHINGS OR LEAVE ANY FURNISHINGS OUTDOORS (EXCLUDING DECK FURNITURE. INCLEMENT WEATHER MAY CAUSE DAMAGE TO FURNITURE.)**

If for any reason furniture is moved, it must be replaced prior to departure. In the event that furniture must be moved by staff, the Guest will be charged a minimum of \$100 and \$50 per hour thereafter in order to ensure that the rental is in good and orderly condition. These fees do not include any replacement cost for lost or broken items. Guest will be charged the replacement cost of any item lost or damaged, and \$50 per hour for staff time and travel for damage mitigation and travel time.

### **Security Damage Waiver Fee**

A Security Damage Waiver Fee is collected with all reservations and replaces a refundable damage deposit. It is included in the \$99 administrative fee. This Security Deposit Waiver plan covers **unintentional damages** to the rental unit interior that may occur during Guest(s) occupancy up to \$1500.00, **provided they are disclosed to management prior to check-out**. Guest is wholly responsible for intentional property damage per MPP Rental Agreement.

### **Excessive Cleaning Fees**

A departure cleaning fee is charged to each reservation. The fee is dependent upon the size of the unit and number of Guests. Additional cleaning services are available should the Guest wish to have mid stay or periodic cleaning. These services can be arranged with the Mahina Surf front office or your Vacation Rental Specialist. Please contact your Rental Agent to arrange additional cleaning or concierge services, if desired.

Mahina Surf

4057 Lower Honoapiilani Road,

Lahaina, Maui, Hawaii 96761 \* (808) 669-6068

Managed By: Maui Paradise Properties- #RB-21051

Prior to departure Guest should remove all trash from the premises, run the garbage disposal; wash all dirty dishes or place them in the dishwasher and run it prior to departure. Additional cleaning fees may be assessed if additional manpower is necessary to bring the unit to its original condition when lease commenced.

### **Key Return - Lock-Outs and Lost Keys**

When checking out please make sure that the unit is locked, and keys are returned to the front office or left in the unit. In case of a lockout guests will contact after hour emergency number to gain access to a lockbox on site with an additional key.

### **Lost and Found Items**

Neither MPP or the Property Owner shall be responsible for any articles lost, stolen, or left behind in the rental unit. A \$10.00 handling fee, plus postage, will be assessed for all lost & found items that have been recovered and returned to the Guest in the United States. All items shipped to foreign countries will be charged a \$50.00 handling fee plus postage. Fees may be charged to a credit card or paid by check prior to the return of the items.

### **Repairs and Service Calls**

We cannot provide guarantees that equipment breakdowns will not occur. Please report any problems immediately to our Vacation Rental Department or the Vacation Rental Specialist so that the repair may be done in a timely manner. In the event of a breakdown, Vacation Rental Specialist will use commercially reasonable efforts to remedy the situation as soon as possible after notification of the breakdown. Any breakdown will not constitute a breach of this Agreement nor give the Guest the right to any refund or rental adjustments. All reasonable efforts will be made for any breakdown or mechanical failure. Should a repairman make a call to a unit and find that the equipment is in working order and the problem was due to Guest oversight or neglect, all charges for the service call will be charged to the Guest.

### **Blue Information Binders**

Maui Paradise Properties Rental Department has provided a blue information binder in the unit with House Rules and general information about the complex, or home you have rented. If no MPP Blue Binder is present in the unit please let your Vacation Rental Specialist know immediately so a replacement binder or email instructions can be provided. Please read all instructions thoroughly to familiarize yourself, and others in your party, with the procedures in operating equipment or items at your particular rental.

### **Special Needs Requirements**

In the event that any Guest(s) has Special Needs Requirements, please let your Vacation Rental Specialist know so that MPP can ensure that the unit can accommodate or assist in finding the proper services required.

### **Sale or Transfer of Rental Property**

On rare occasions, an Owner may sell or transfer their property. Every effort will be made to inform Guest(s) of pending transfers, if known, prior to Guest booking or arrival. Most existing reservations are honored by new owners, however, if needed, the Rental Department will make every effort to transfer Guest(s) to an equal or similar unit and shall inform the Guest(s) as soon as reasonably possible.

### **CHECK-IN/OUT PROCEDURES**

Check-in 4:00 PM Hawaii Standard Time on the day of arrival. Early check-in may be requested, however please understand that Hawaii is a popular destination and early check-in may not be possible. Please keep in mind that early check-in is unlikely during our busy season (December 16 - Easter) and during holidays. Your Vacation Rental Specialist will do their best to accommodate early check-in requests but cannot be guaranteed.

**Check-out time is 10:00 AM on the departure date. If you are in the room after check-out time there will be a charge equal to ½ one night's rent plus tax assessed. For every hour after 10am, a \$100 fee plus tax will be charged until the unit is vacated.**

## **Errors and Omissions**

All information is deemed reliable but not guaranteed. MPP is not responsible for errors, omissions.

## **Changes and Cancellation Policy**

Rental payments (less \$99.99) are fully refundable up until 30 days prior to the reservation arrival date. Failure to make the final payment prior to the due date will result in the Vacation Rental Specialist having the right to cancel this reservation. After the due date, all monies received are forfeited if a cancellation request is received less than 30 days prior to your arrival date. Under no circumstances will a Customer be able to determine if a rental unit is unsuitable for their stay. **THERE ARE NO REFUNDS FOR EARLY DEPARTURE.**

Late payments and any chargebacks over 30 days past due will be turned over to our collection agency and credit bureau reporting. Tenant agrees to pay all reasonable attorneys' fees and collection costs and expenses associated with the enforcement of this debt to the fullest extent permitted by applicable law.

In the event of a rental unit becoming uninhabitable prior to the rental period beyond the control of Mahina Surf (MPP), or in the event of an error in reservation procedure or change in ownership of the premises which precluded occupancy by the Guest(s), MPP reserves the right to effect appropriate corrective action without loss to MPP. Liability to Property Owner and MPP is limited to rental monies paid by Guest. Notification of such corrective action will be provided to Guest at the earliest possible time. Under no circumstances will a Guest be able to determine if a rental unit is unsuitable for their stay.

Guest understands that in the event a unit becomes unavailable for any reason outside of the control of the Vacation Rental Specialist, MPP reserves the right to relocate the Guest(s) to an alternate property managed by MPP. The Vacation Rental Specialist shall make every reasonable effort to ensure that the replacement property is comparable to the original rented property. The Vacation Rental Specialist shall have the sole discretion to select the replacement property. In such an event, the Guest has the option to: (1) accept the replacement property and pay any additional monies that are owed, as the case may be, or (2) reject the replacement property and receive a refund of all rental fees paid for original property. Guest understand and agree that any choice of the above remedy will be at the discretion of the Guest and shall be at their choice. MPP will not be liable for any inconvenience arising out of relocation as defined herein, and MPP shall not be liable for any damages or liability or any inconvenience from Guest(s) relocation.

Guest understands that there is no guaranty that properties adjacent to their rental unit and/or within a resort will be free from disturbances, including but not limited to noise or inconvenience from construction, traffic or other Guests or neighbors. Any such disturbance shall not constitute a breach of this Agreement nor give the Guest any right to a refund or adjustment of the rental fees. Although MPP attempts to inform Guest of any known conditions at time of booking or prior to arrival, we are unable to control such factors.

Please be aware that the beach size in Hawaii may vary from month to month due to our heavy surf, strong currents, and high & low tides. Due to Maui's rural atmosphere you may experience the occasional rooster, as well as harmless geckos. Geckos are friendly, eat insects, and are considered good luck in Hawaii.

Although the owners hire professional pest control services, pests such as ants, roaches, and rodents simply cannot be completely controlled in the tropics. Hawaii is a tropical climate, and bugs and pests are a natural occurrence especially with all the Mahina Surf open air conditions. Should you encounter a pest problem, please call us and we will be happy to address the situation. Customer shall give the Vacation Rental Specialist twenty-four (24) hours to address any allegations of any significant bugs or pests are in the rental. To make a claim for refund or discount, the Guest will need a third-party opinion letter within 48 hours from a pest control company not staying in the rental, or connected to the Guest, and who has physically witnessed the issue in the specific unit.

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MPP makes every effort to ensure that Guests stay is safe, comfortable, and enjoyable. The Reservation Agent, nor MPP can guarantee that the Guest's vacation stay will be flawless nor that the Property and its amenities are in perfect condition during guests stay. MPP takes great care in ensuring that managed properties are clean and pest free. MPP uses only bonded and certified professional cleaning companies. Any cleaning items missed, MPP will make sure the professional cleaning company comes back out as soon as possible to remedy.

**Contact Information**

Reservations:	1.800.367.6086	<a href="mailto:Mahinasf@maui.net">Mahinasf@maui.net</a>
Service (repairs) Management	1.808.385.8282	
Within Mahina Surf Rental	1.808.298.4769	

Name

Date