

WHITE SANDS VILLAGE 317

RENTAL CONTRACT AND CONDITIONS

Upon confirmation of your reservation request, you will be sent a copy of this agreement with all of the details pertaining to your stay with us included.

LOCATION & DESCRIPTION:

Located at 77-6469 Alii Dr., Kailua-Kona HI 96740, (808) 329-8569. 2 BR-2BA fully furnished condo with AC, 3 TVs, 3 DVDs, Stereos, Dishwasher, Washer/Dryer in unit, Refrigerator with Ice/Water.

RENTAL OCCUPANCY:

The number of persons staying at White Sands Village 317 for the duration of the rental may not exceed 6 occupants.

Sorry pets are forbidden inside the property.

No Smoking in Unit. Smoking allowed on lanai/balcony.

WHAT'S INCLUDED:

The property offers basic telephone service within the island, but any long-distance call must be made collect, or charged to the renter's calling card. Basic cable television is included as well as electricity with the following exception: Leaving the windows and doors open with the air conditioning running is a waste of energy and results in a huge electrical bill. The WSV office has its own metering system which is read daily and overuse is reported to owners. Excessive utility use will result in an extra charge ranging from 10 to 30 dollars daily, which will be deducted from the renter's security/damage deposit. Linens are provided as well as all kitchen utensils. No items are to be taken from condo with the exception of items marked "for pool use" and the coolers and items in guest closet near entrance of unit. Ice from icemaker is included, but in no circumstances shall ice be used to fill coolers or for use outside the unit. Refrigerator is not to be moved and icemaker bin is not to be pulled out of the freezer. Damage will be billed to the renter or deducted from the security/damage deposit, if applicable.

RENTER'S OBLIGATIONS:

The renter is not permitted to sublet the property. The renter is responsible for the rented property and its contents. He or she is wholly and completely responsible for those persons he or she allows to enter the property. The Renter agrees that the property is to be used solely for recreational purposes and no illegal nor commercial or other activities shall be carried on. The renter and his or her guest(s) must act in such a manner so as to not disturb the occupants of nearby buildings.

The renter is responsible for ensuring the grounds and property, as well as the furniture and accessories found therein, are kept clean. The owner is responsible for washing a reasonable amount of sheets and towels. Renters leaving more than 3 loads of laundry will be billed an additional amount to be taken off renters security deposit or billed to renter. The costs incurred for cleaning a property left in an unreasonably unclean state shall be deducted from the damage deposit. Renter is responsible for leaving dishes and pots/pans clean and removing perishable food from the refrigerator and cupboards upon his/her departure.

The renter must immediately notify the owner by phone or email of any defect of which he or she is made aware in the property. The property and its furniture and accessories shall not suffer any further wear than that normally incurred through regular use. The renter shall be responsible for covering the entire cost of repairing or replacing any part of the building, or any piece of furniture or accessory, that is stained, broken or defective following abusive use, or use other than normal use, of said building, furniture or accessories. This applies to towels, curtains, sheets, bedspreads and the building in general.

The renter agrees that the furniture and accessories in the property shall be used exclusively for their intended purpose and in the location where they are found. It is strictly forbidden to move said furniture or accessories outside of the property or move them from their initial position, with the exception of items marked "for pool use", and items in guest closet near entrance of unit. The renter must not place anything in the sinks, toilets, bathtub, or showers that could block the pipes. Should this occur, the renter shall be responsible for the entire cost of repair.

The owner may inspect the grounds and property without notice. If the renter does not respect the obligations of this contract, the owner reserves the right to expel the renter and any occupants immediately by terminating the rental contract. Under such circumstances, the owner shall keep any sum of money that had been given to him. Furthermore, the owner shall maintain all rights to claim reimbursement from the renter for any damage caused to the grounds, property, furniture or accessories. The renter shall not hinder any urgent work needed to maintain the grounds, property, furniture or accessories in an acceptable state of repair. Furthermore, the renter shall be responsible for all costs to repair any damage to the grounds or landscaping caused by the renter or his or her guest(s). The owner reserves the right, at his discretion, to move renter and his/her guests to another comparable unit. In this unlikely event, the owner would pay any additional expenses of renting another unit, if applicable.

Large parties, get-togethers or social events are forbidden, though the renter is allowed to entertain a few guests during the day or early evening. During the rental period, the renter is responsible for cleaning the unit. The owner shall assume no responsibility for any interruption of service (electricity, cable, water or phone, or air-conditioning) beyond his control.

The owner shall not be held responsible for any damage, loss or theft of the personal effects of the renter or of his or her guest(s). The owner shall not, at any time, be held responsible for an accident occurring on the grounds or in the property mentioned herein. In addition, if the renter is accompanied by children, the renter shall be responsible for protecting the well being of said children, as well as any and all damage caused by said children to the property, grounds and/or unit itself. Babies in diapers are not allowed in the main pool or jacuzzi. The renter shall hold the owner harmless in the event of an accident, and furthermore declares holding a homeowner and/or tenants insurance currently in force.

RENTAL FEES:

Upon reservation, a deposit is required, and the reservation shall take effect and be confirmed only once the deposit attached to the duly signed rental contract is received. A signed rental contract and rental deposit must be received within 10 days of making reservation or reservation is not complete and subject to cancellation. If the reservation is made less than **90** days prior to arrival, full payment is required immediately. If applicable, a refund in full or in part of the damage deposit shall be mailed to the renter at the address above within a maximum of **14** days following the end of the rental period.

CANCELLATION:

In case of cancellation by the renter, he or she shall have right to a full reimbursement (deposit+stay), minus \$50 for administrative fees, if the owner is able to rent the property for the same rental period. However, the renter shall have no right to reimbursement if the owner is unable to rent the property for the same rental period. Furthermore, no credit shall be given for late arrivals or early departures.