

Terms and Conditions for Rental

Unit Location:

Kapalua Bay Villas Unit 25B3/ Property ID 136861 500 Bay Drive Kapalua, Maui, HI 96761	Enter Renter's Name and Address:
Unit Rate per Night (excluding tax):	
Number of Nights:	
Rental Period:	

Rates are per unit per night based on the following occupancies:

Maximum Occupancy (includes children) by unit type Studios – 2, One Bedroom – 4, Two bedrooms - 6. Individual unit bedding maximums vary.

Information and Policies:

All properties are individually owned and decorated. Décor, furnishings, unit amenities and equipment provided by the Owner are based on the owner's wishes within certain guidelines. We are happy to provide detailed unit descriptions and computer printouts of photographs upon request. Unit furnishings and amenities are subject to change without notice. Units receive regular quality control inspections. Please do not remove linen, dishes or other items from the unit as they belong to the unit owner. Guests are liable for additional charges resulting from any damage, lost items or excessive checkout cleaning, which will be charged to the credit card on file. All items are inventoried; report any damage or loss for leniency. KO Management LLC is not responsible for lost or stolen items. You must adhere to all property rules and regulations.

Payments/Security Deposits:

Reservations are not confirmed until we receive the initial 35% deposit. Additional security deposits may be required depending upon the individual property. Initial deposit may also be made by check or credit card. If you make your initial deposit by check, your reservation will be held for 10 days giving time for your check to be received by mail. If your check is not received within the 10 day grace period, your reservation will be automatically cancelled. If you make both the 35% deposit and final payment by check, a credit card will be required as a form of security deposit, see Information and Policies, above. Final payment is requested in the form of a check or credit card 45 days prior to arrival, except December 20 through January 2 when it is due by September 1.

Cancellation fee:

\$40 for reservations cancelled after receipt of initial deposit.

Cancellation after full payment "date" is non-refundable unless space is resold. No

refunds are made for un-used nights regardless of cause. Reservations are unit "specific" and cannot be changed by guest "after final payment". **All payments are non-refundable after final payment due date. In lieu of our refund policy we do encourage you to consider purchasing travel insurance.**

Travel Protection Insurance should be evaluated individually and purchased separately. A example of a company that provides travel insurance is {<http://www.csatravelprotection.com>}

Room Rates are subject to applicable Hawaii State Taxes: Currently GE Tax @ 4.166% and TA Tax @ 7.25%. Reservation room Rates and Tax rates are subject to change. High and Regular Seasons dates and rates change annually.

Check-in time is 3 PM; Checkout time is 11 AM.

Requests for late checkouts are subject to a minimum charge of \$85, and/or up to 1/2-day room rate depending upon time of departure. Late checkouts are subject to availability and requests must be made 48 hours prior to departure. If you have a late flight, i.e. after 6 PM, we recommend you book the unit for an extra day if you wish to remain in the unit after the 11am check out time.

Lock Box:

There are 2 keys inside the unit for your use during your stay. Lost keys will result in a \$250 charge for lock changes and re-keying charges.

Maid Service:

Daily maid service is NOT included in our rates. You may make arrangements for additional maid service for a minimal charge if you wish. Your unit will be prepared for your stay with towels, and the beds will be made up for your use. Towels are for bath use only and must remain inside the unit, unless otherwise noted. Many of our units have washers and dryer in them; otherwise, coin-operated washers and dryers are located on the property. Starter kitchen and bathroom products, i.e., Dishwashing liquid, dishwasher soap, paper towels, soap, and toilet paper are provided but not replenished.

If your rental period is fewer than 5 nights, a check-out maid service fee of \$300 will be incurred. If your stay is 14 nights or longer, an interim maid service will be provided after each 7 nights of stay.

Extensive Cleaning Fee:

Each unit is inspected prior to each guest arrival and again immediately upon departure. Should your unit require extensive cleaning following your departure additional charges will be applied to the credit card on file. All units are designated NON-SMOKING: Should you or your guest inadvertently smoke in the unit additional cleaning charges will be applied. Professional air purification services are required to return the unit to its original status. The cost for these charges is applied to the credit card on file and can reach \$500 or more depending upon the size of the unit.

Damage Clause:

Each unit's inventory is inspected and recorded prior to each guest arrival and again immediately following each guest departure. Charges will be applied to the credit card on file for the repair or replacement of any damaged items, or items that have been

removed and not returned to the unit.

Owners Guest Reservations:

Special rental lease arrangements are made by unit owners for their own units from time to time. In these special cases, KO Management LLC, acts only in the capacity of collecting funds from the guests for the Owner and forwarding monies to the Owner. We are also available to assist guests with housekeeping service requests or minor maintenance needs in the Owners unit. These rentals are unit specific and KO Management LLC will not be held responsible for owner/guest communications and expectations resulting from them.

Condominium Disclosure:

KO Management LLC manages properties for individual owners. Each owner furnishes their property as they wish within quality upkeep standards. Reservations are considered short-term lease/rents with the individual property and owner. Problems rarely occur but rental accommodations cannot always be controlled. Should a situation arise whereby the accommodation specified on your confirmation became unavailable KO Management LLC reserves the right to substitute alternate accommodations of similar type up to and including the day of arrival. All reservations are subject to cancellations or change for reasons including, but not limited to, strikes, acts of God, and failure of guests to vacate as scheduled, owner occupancy and or sale of properties. Deposits shall be held in client trust accounts where any interest earned shall become the property of KO Management LLC. Terms and conditions are subject to change.

Environmental Disclosure:

You will be staying in the tropics and the price of being in paradise may include pests such as insects, rodents and friendly geckos. Although professional pest control companies service the properties regularly, pests may appear. You may also experience dangerous ocean conditions, security issues and strong sun. We ask that you be aware of your surroundings and take appropriate precautions.

Lost/Found:

KO Management LLC is not responsible for items lost or items left in the unit at your departure. Any requests for articles left in the unit to be shipped to a guest are subject to the applicable postage fee and a handling fee of \$25.

Credit Card Authorization:

By completing the following information you will be creating a binding agreement to rent/lease the indicated accommodations and are subject to the Terms and Conditions for Rental. Submission of this form serves as agreement to this arrangement and authorization to bill your credit card.

Your card will automatically be charged the Deposit Amount and the balance of the Total Amount at 45 days prior to arrival. If you are traveling within 45 days, the Total Amount will be charged upon receipt.

Arrival Date:	
Departure Date:	
Total Number of Nights:	
Pre-Tax Amount:	
GE Tax (GET):	
TA Tax (TAT):	
Total Amount Billed to Card:	
Deposit Amount Billed to Card:	
Balance Amount Billed to Card:	
Credit Card Number:	
Expiration Date:	
CID:	
Credit/Debit Card Type (Circle One):	VISA Mastercard Discover Amex
Name as Appears on Card:	
Billing Street Address:	
Billing Zip Code:	
Email Address:	
Home Phone:	
Mobile Phone:	

Please sign and return this form to convey that you have read and agree to our Reservation Policies, Procedures, and Credit Card Authorization. At your earliest convenience, please fax to: (832) 201-7395.

Signature _____ **Date** _____

Signature _____ **Date** _____

Initials: ____ ____