

IKENA LANI VACATION RENTAL AGREEMENT AND STANDARD CONDITIONS

GUEST: _____

RENTAL PERIOD: _____

DEFINITIONS: For the purposes of this Vacation Rental Agreement (the "Agreement"), the following definitions will apply: "Owner" refers to Clarum Corporation, the legal owner of the Premises; "Guest" refers to the person or persons occupying the Premises; "Premises" refers to the real property, its contents and related amenities rented to the Guest pursuant to this Agreement; and "Rental Term" refers to the term of the Agreement.

PREMISES & MANDATORY OCCUPANCY DISCLOSURES: Guest acknowledges that the Premises, including all furnishings and fixtures therein, are privately owned. The Premises shall be used for residential vacation rental purposes only. Special events, i.e. parties, receptions, etc., shall not be allowed without the express written permission of Owner. It is mandatory to disclose the exact number and names of guests (subject to maximum of 14) who will be occupying the Premises during the Rental Term, or any portion thereof. If the number of occupants changes, Guest must immediately notify Owner, both by phone and in writing, of said change. Additional charges may apply. In no event, however, shall the Premises be sublet.

RENTAL PAYMENT/CLEANING FEE PAYMENT: The Security Deposit is due upon signing of the Rental Agreement. Final Balances (100% Rent, Cleaning Fee and Taxes) are due 60 days prior to commencement of the Rental Term. For Christmas reservations, this 60 day period is increased to 90 days. Acceptable forms of payment are: personal check, cashier's check, money order, or traveler's check. **Credit cards are not accepted.** Any fees or charges assessed by Guest's banking institution(s) shall be borne by the Guest. All funds (and accrued interest) shall be held in Owner's Client Trust Account. **Reservations not paid in full by the Final Balance Due Date shall be subject to Cancellation and Security Deposit forfeiture.**

AGREEMENT CANCELLATION & CHANGE POLICY: Guest shall inform Owner, both by phone and in writing, of Guest's intent to cancel Agreement (the "Cancellation"). For Cancellation received by Owner:

-on or more than sixty (60) days prior to commencement of the Rental Term, Security Deposit, Rent and Taxes shall be refunded, less \$100 Cancellation fee. For Christmas reservations, this 60 day period is increased to 90 days. Rentals obtained through outside agencies may have additional Cancellation fees assessed prior to refund.

-less than sixty (60) days prior to commencement of the Rental Term, Guest shall forfeit Guest's Security Deposit, Rent & Taxes. In the event that taxes and rent have not been collected, Security Deposit shall be forfeited. For Christmas reservations, this 60 day period is increased to 90 days. Travel Insurance is available (see below). The Rental Term may be extended, subject to availability, only by the execution of a new Agreement and the full pre-payment of the additional Rent and Taxes related to the extension term. Reductions of the Rental Term (subject to minimum stay) or in the number of Guests used to calculate the rental rate must be submitted to Owner in writing prior to the Final Balance Due Date. Reductions made after the Final Balance Due Date shall not result in refund or reduction of Final Balance due. A \$100 fee shall be charged for ANY Cancellation. Each modification resulting in the issuance of a new Agreement will incur a \$100 fee. Cancellations/changes for Premises secured through outside rental agencies may incur additional fees.

CLEANING FEE: The minimum Cleaning Fee stated on the Agreement is subject to change without notice. The Cleaning Fee is mandatory.

OWNER RESERVATION CHANGE & CANCELLATION POLICY: In the unlikely event that the Premises becomes unavailable for any part of the tenancy specified herein, Owner's liability shall be limited to providing comparable accommodations or providing a refund of monies for the portion of the Rental Term made unavailable.

SECURITY DEPOSIT/ REFUND: **The Security Deposit is held separately and shall not be applied toward the Final Balance due.** The Security Deposit and any other costs for willful damage to the Premises or additional costs of cleaning beyond the normal Cleaning Fee, shall be refunded by mail within thirty (30) days from the end of the Rental Term. Some circumstances (phone billing charges at Premises without toll-restrictors, rentals procured through outside rental agencies and reservations with additional charges for damages or additional cleaning charges) may require additional time to process. For Premises without toll-restrictors, a one-time \$20 fee will be assessed to process any long-distance charges incurred during the Rental Term. There are no charges for local (on-Kauai), toll-free and credit card calls.

DISCLAIMER: (A) Accommodations. Guests are required to **immediately** inform Owner of any problems associated with the Premises, including appliances, furnishings, spa, Jacuzzi tubs and pool. Owner shall undertake reasonable efforts to remediate any reported problems. However, no refunds will be given for inoperable furnishings or fixtures. (B) Flora and Fauna. Although our units are well maintained, Hawaii's tropical environment harbors a wide variety of plant, animal, and insect life. You may see more insects and small lizards (geckos) during your stay here than you are accustomed to. Be advised, this is commonplace and shall not warrant relocation or reimbursement of funds.

(C) Weather. The weather on Kauai is unpredictable. Inclement natural conditions shall not serve to alter or cancel Guest's obligations under this Agreement. Should the Premises be made uninhabitable due to hurricane or other natural disaster, monies will be refunded as described in the Owner Reservation Change & Cancellation Policy above. (D) Noise. From time to time you may here noise from construction of a custom home on the adjacent property. This is not the fault of the owner and shall not warrant relocation or reimbursement of funds.

HOUSE RULES:

- The maximum occupancy for the main house is ten (10) persons. The maximum occupancy for the guest house is two (2) persons. Any additional persons staying in either house will be charged at a rate of \$500 per person per day. On island property management and housekeeping staff may monitor occupancy limits periodically during the rental period. _____ Initial
- Smoking is prohibited in the house. _____ Initial
- Pets are prohibited on the property or in the house. _____ Initial
- Due to unexpected rain showers, all windows and doors must be closed prior to leaving the house each day. _____ Initial
- In an effort to conserve energy, and in consideration of the neighbors, all lights should be turned off when not in use, and all exterior lights must be turned off by 10pm. _____ Initial

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- In consideration of the neighbors, loud music and outdoor gatherings are not permitted after 10pm. _____ Initial
- Due to the limited space in the driveway, a maximum of four (4) cars is permitted at the property. _____ Initial
- Large parties, special events, wedding ceremonies, and wedding receptions are not permitted at the property without the prior consent of the owner and the payment of any associated special event fees. Outdoor parties are \$1,500 with an additional \$2,500 security deposit. Indoor/outdoor parties are \$2500 with an additional \$2,500 security deposit. _____ Initial
- In order to preserve the beauty of wood flooring, shoes must be removed prior to entering the house. _____ Initial
- In an effort to conserve energy, the spa and Jacuzzi tub use are limited to one hour at a time; heaters and jets must be turned off after use. _____ Initial
- The pool sweep must remain in pool at all times; the removal of the sweep will damage the pool pump. _____ Initial

I understand that any violation of the above stated House Rules may lead to my immediate eviction from the house and that no refund of rental fees will be given for the balance of rental period at the house, and that all of the terms of the Security Deposit will still apply after the eviction.

Guest

RELATIONSHIP OF PARTIES: Guest acknowledges that Owner has the final authority concerning all matters related to Guest's rental and use of the Premises.

ENTRY: Guest agrees that the Owner / Agent may enter the premises for maintenance purposes or for other purposes deemed necessary with 24-hour notice to the Guest. In the event the Guest is not available to be given notice within 24 hours, the Owner /Agent shall have the right to enter the premises for necessary purposes.

INDEMNIFICATION: OWNER IS NOT RESPONSIBLE FOR LOST, STOLEN OR MISPLACED ITEMS LEFT IN OR ABOUT THE PREMISES. Guest hereby indemnifies, holds harmless and agrees to defend Owner from and against all claims, damages, expenses (including, without limitation, reasonable attorney's fees and legal recovery costs), liabilities and judgments on account of injury to persons, loss of life, damages to the Premises, caused by the negligence and/or willful misconduct of Guest, Guest's invitees or any other persons. The Guest's obligations with respect to indemnification shall remain effective, notwithstanding the expiration of termination of the Agreement, as to claims arising prior to the expiration or termination of this Agreement.

LITIGATION: Any dispute or legal claims arising in regard to this contractual agreement must be litigated in the State of Hawaii, County of Kauai.

RESPONSIBLE PARTY: By signing this Agreement, Guest represents that Guest has actual agency authority for all guests listed herein.

TRAVEL INSURANCE: Travel Insurance protection is available to cover the amount of the Final Balance (Deposit, Rent and Taxes) which is subject to forfeiture, in the event of Cancellation. Please indicate below whether you would like to learn more about Travel Insurance.

___ **YES** I would like to obtain/learn more about Travel Insurance protection. ___ **NO** I wish to Decline Travel Insurance protection.
(Failure to indicate the "Yes" option above will indicate that Guest wishes to decline Travel Insurance protection.)

ACCEPTED: Guest _____ Date _____

ACCEPTED: Owner _____ Date _____