

iTrip Rental Agreement

iTrip iTrip Maui - Maui Vacation Reservations LLC / 4975 Lower Honoapiilani Road / Lahaina, HI 96761

Phone: / Fax: / maui@itrip.net

Tenant: _TenantName_ **Phone:** _TenantPhone_ **Email:** _TenantEmail_
Address: _TenantStreet_ _TenantCity_ _TenantState_ _TenantPostal_

This Agreement will confirm your rental of The Whaler at Ka'anapali #624, for _NumNights_ nights as follows:

Check-In: _CheckinDate_ _CheckinTime_
Check-Out: _CheckoutDate_ _CheckoutTime_
Rental: \$ _Rental_
Fees: \$ _Fees_
Taxes: \$ _AreaTax_
Total: \$ _NetAmount_
Security Deposit: ... \$ _RefundableSecurityDeposit_
Deposit: \$ _DepositAmount_ (due _DepositDueDate_)
Balance: \$ _BalanceAmount_ (due _BalanceDueDate_)

AGREEMENT

iTrip Maui - Maui Vacation Reservations LLC, the Agent of the Owners, and Tenant agree as follows: Above Tenant is at least twenty-one (21) years of age (an "adult") and will be an occupant of unit number 624 at The Whaler at Ka'anapali during the entire reserved dates. In addition to Tenant, other authorized occupants may be family members or friends of Tenant. Use of the premises will be denied to persons not falling within the foregoing categories. Should any unauthorized persons occupy or use the Premises, Tenant shall vacate the premises immediately without any refund. No keys will be issued to anyone who is not an adult.

RESERVATIONS

may be placed up to two (2) years in advance, but are subject to the rates in effect for the year said reservations are placed. All times are Hawaii Standard Time and currency is USD unless otherwise noted. While every effort will be made to have the unit available for check in at _CheckinTime_, during high season cleaning crew may require additional cleaning time and check in may be delayed up to 5 pm. Reservations will be held for two (2) days. If signed rental agreement and payment are not received within a two (2) day period from the date of the Tenant's signature, the reservation will be cancelled.

DEPOSIT

A deposit totaling 35% of the agreed upon Total Amount is due with acceptance of rental agreement. Payment of deposit shall be deemed as acceptance of this rental agreement. Payment may be made by traveler's checks, bank money order, wire transfer, or certified check or major credit card. Personal checks will be accepted upon approval; if funds are not credited within Ten days booking will be cancelled. The deposit amount is \$ _DepositAmount_.

BALANCE

Balance is due 45 days prior to arrival date and includes either the limited damage waiver fee of \$59 plus tax or the refundable damage deposit. The balance is due on _BalanceDueDate_. Payment may be made by traveler's checks or certified check or major credit card. Personal checks will be accepted upon approval; if funds are not credited within seven days booking will be cancelled; if this happens, deposits will be refunded less a \$100.00 administrative fee.

CANCELLATION POLICY

In the event that you must cancel your reservation, please be aware that cancellations must occur at least 45 days prior to arrival date (60 days Dec 16-Jan 10). If cancellation occurs 45 days or more prior to arrival date (59 days Dec 16-Jan 10), all monies will be refunded with the exception of a **\$250.00 plus tax administrative fee**. GUESTS THAT DO NOT CANCEL WITHIN THE 45/59-DAY TIME FRAME, WILL BE

CHARGED THE FULL AMOUNT OF THE VACATION. All Cancellations must be in writing and sent to Maui@ltrip.net. There will be no refund for early departure unless authorities request mandatory hurricane evacuation. Vacation Insurance is recommended, and we offer it thru CSA.

HAZARDOUS PRACTICES

No barbeque grills of any kind are permitted on lanais (balconies) or in the unit. No open flames ie. Candle burning is not permitted on balconies or in the unit. Do not dismantle smoke detectors as they are there for your protection. Use the overhead stove fan when cooking to avoid accidental, activation of smoke detector alarm.

ABSOLUTELY NO PETS

No pets are allowed. If evidence of a pet(s) is found in the unit or on the premises you will be asked to vacate immediately with no refund of rent or damage deposit.

FALSIFIED RESERVATION

Any reservation obtained under false pretense will be subject to forfeiture of reservation deposit, damage deposit, and/or balance of rental payment.

HOUSEKEEPING

There is **no daily maid service**. Linens and towels are included and not to be taken from the unit. An initial setup of trash liners, bathroom paper, shampoo, conditioner, soap, dish soap, paper towel is provided. There is a \$ _CleaningFee_ one time cleaning fee. Housekeeping services are available for a fee during your stay upon request. Additional cleaning fees will be due in the event that cleaning involves the removal of excessive sand.

RESORT FEE / CHECK IN

The Resort charges a \$20.00 per day plus tax resort fee payable to the front desk upon check in at the Resort. Check in time is anytime after 4:00pm. We will provide you with the check in instructions after final payment is made.

NONSMOKING UNIT

Smoking is strictly prohibited. Your damage deposit will be forfeited and you will incur an additional charge for carpet cleaning and deodorizing if any evidence of smoking is found.

ENTRY BY OWNER

Owner or owner's agents may enter the premises under the following circumstances: in case of an emergency; to make any necessary or agreed upon repairs, alterations, or improvements; supply necessary or agreed upon services or show the premises to prospective purchasers, renters or contractors. Owner will provide renter with at least 24 hours notice of Owners intent to enter (except in the case of an emergency).

RULES AND REGULATIONS

1. Tenant agrees to leave the premises and its contents in the same condition as Tenant found the premises to be upon move-in, normal wear and tear expected.
2. Check out time is 11:00am. We are unable to accommodate a later check out time.
3. The maximum number of occupants shall not exceed (5) people.
4. Furnishings are not to be removed from the premises for use outside or in other properties.
5. "No pets" policy must be observed. Pets are not allowed on premises.
6. Tenant and any guest of Tenant shall obey all laws of the State of Hawaii, as well as local laws, at all times while they are on the premises. Failure to abide by the laws of Hawaii or the above rules may cause tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.

SLEEPING CAPACITY/DISTURBANCES

Tenant and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: Occupancy exceeding the sleeping capacity of four people, using the premises for any illegal activity, causing damage to the premises rented or to any of the neighboring properties and any other acts which interferes with neighbors' right to quiet enjoyment of their premises.

HOLD HARMLESS

iTrip or the Owner, does not assume any liability for loss, damage or injury to persons or their personal property. Neither does owner accept any liability for any inconveniences, damage, loss or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, electricity or plumbing, as well as due to weather conditions, natural disasters, acts of God, or other reasons beyond its control.

POOL & PATIO

Tenant hereby acknowledges that the premises they have reserved includes a community pool and the undersigned agrees and acknowledges that the community pool and patio/deck can be dangerous areas, that the deck/patio can be slippery when wet, and that injury may occur to anyone who is not careful. With full knowledge of the above facts and warnings, the undersigned Tenant accepts and assumes all risks involved to Tenant and all of Tenant's guests in or related to the use of the community pool and patio areas.

MAINTENANCE

Please report any maintenance needs for the premises to us and we will respond as quickly as possible. Refunds will not be made for maintenance issues including, but not limited to heating and air conditioning, appliances, televisions, and stereos.

LINENS/TOWELS

The owners furnish linens and towels. The Resort furnishes beach towels. We recommend that you bring any special items that you may need.

WIRELESS

The condominium is equipped with complimentary WiFi.

PARKING

Parking is available and the cost is included in the daily Resort Fee.

LIMITED DAMAGE WAIVER PROGRAM

- 1. Terms of Waiver:** As an enrolled, Covered Guest, staying at an iTrip Franchisee property, under this plan, you will not be obligated to pay for Covered Damage (defined below) to real or personal property of the owner of the rental unit located within the rental unit occupied by the Covered Guest. When the Covered Guest purchases this plan, the property manager waives the right to charge the Covered Guest for Covered Damage to the unit as a result of your inadvertent acts or omissions during the duration of the Stay. Maximum limit of this waiver of liability is \$1,975.00 aggregate per stay.
- 2. Conditions:** The Limited Damage Waiver Program has certain conditions. Covered Damage does not include, and the Covered Guest remains liable for, the following: • Damages caused by Intentional Acts of a Covered Guest • Damages caused by gross negligence or willful and wanton conduct. • Any damage that the Covered Guest does not report to iTrip staff in writing by the time the Covered Guest checks out of the unit. • Damage from theft without a valid police report. • Damage caused by any pet or other animals brought onto the premises by any Guests, whether or not the property is "pet friendly". • Damage or loss of any property owned by or brought onto the premises by a Covered Guest or invitee of Covered Guest. • Property Damage resulting from any motorized vehicle or watercraft operated by a Covered Guest. • Damaged Caused by any forbidden items or property usage including but not limited to BBQ Grills, Candles, Cigarettes, etc.
- 3. Definitions:** • "Covered Damage": All damages to property of the unit's owner, up to \$1,975.00 in the aggregate for each Stay, that occurs during the Covered Guest's stay and that is the result of the inadvertent acts or omissions of the Covered Guest or the Covered Guest's invitee, excluding the damages listed in the conditions section above. • "Covered Guest": All registered guests and all persons booked to share the same unit of accommodations, and have paid the required plan cost. • "Stay": The stay at an iTrip unit, from the date of a Covered Guest's check-in to the date of check-out.
- 4. Administrative Procedure:** iTrip staff will administer and determine whether a damage qualifies as Covered Damage. Such staff will have the sole authority to determine the nature and extent of damages, necessary repairs and eligibility for the waiver of liability described herein. The Covered Guest must report any theft or damage to the unit or its contents to iTrip staff by the time of check-out or any otherwise applicable damage waiver for such Covered Guest will be void. The iTrip Franchisee has ultimate claim administration authority. Arbitration is required prior to litigation.
- 5. Terms of Coverage:** The plan takes effect upon check-in on the booked arrival date to an iTrip unit. All coverage shall terminate upon normal check-out time of the iTrip unit or the departure of the Covered Guest, whichever occurs first.
- 6. Fee:** \$79.00 for your covered stay. This fee is non-refundable.

IMPORTANT NOTE:

Violation of any condition of the terms of iTrip voids the Damage Waiver Program without refund of any portion of booking/damage waiver fee. Guest Agrees that damages not covered by the Damage Waiver Program or in excess of the Damage Waiver Program limit of \$1,975.00 shall be paid by guest immediately. Guest authorizes iTrip to charge the cost of damages to guest's credit card in accordance with this agreement and the terms and conditions of the rental agreement. By submitting payment for this reservation, you authorize iTrip to include the costs of this Damage Waiver Program in your reservation. Please contact iTrip directly if you do not wish to participate in this plan or assignment.

Unless Tenant elects the Limited Damage Waiver Program, Tenant agrees to pay for damage to the Unit or property within the Unit, except normal wear and tear, that occurs during the Tenant's stay in the Unit. Tenant authorizes iTrip to charge the amount of damages, as determined solely by iTrip, to guest's credit card in accordance with this agreement

ADDITIONAL TERMS AND CONDITIONS

The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner from any and all liabilities, claims, demands, and causes of action by reason of any injury, loss of damage by whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result, or in connection with the occupancy of the premises and agrees to hold Owner free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover any reasonable attorneys fees and costs. Owner reserves the right to terminate this Agreement upon their discretion at any time.