

KIHEI BEACHFRONT RESORT LLC

dba Aqua Villa

1338 Uluniu Street, Kihei, Hawaii 96753

Telephone 808-357-5331 Fax 808-270-1073

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GUEST RESERVATION AND AGREEMENT – ISSUE DATE

(Please complete in full and fax or e-mail using the information listed above)

GUEST NAME:			
ADDRESS:			
PHONE:	C:		FAX:
	H:		E-MAIL:
	W:		
PROPERTY:	Aqua Villa – Unit(s) No(s). _____		
HOME TYPE:	<p>The Kihei Beachfront Villas consists of four luxurious oceanfront villas of approximately 2,000 square feet each, with large lanais overlooking the blue Pacific. Every detail has been taken into account to provide a memorable experience of a true Hawaii vacation. The villas are tastefully decorated and equipped with deluxe appliances and fixtures. All villas feature ocean views and fully equipped gourmet kitchens. There is a salt water pool and an outdoor shower by the beach access. The large pool area is fully fenced for privacy. The property is secured with electronic gates to the parking area and at the main entry. Note: There is no Jacuzzi.</p> <p>Villa #1 is located upstairs and Villa #2 is downstairs with both being single level oceanfront units. Villa 1 has lanais across its front with wide open ocean views. Villa #2 is on the ground floor opening right out to the beach beyond.</p> <p>Villas #3 & #4 are both two story town home style with the configuration of 3 Bedrooms and 3.5 Bathrooms. The Master Suite, Kitchen and Living and a Powder Room are upstairs with 2 Bedrooms, 2 Baths plus a Family Room downstairs.</p> <p>Please review http://www.kiheibeachfrontrental.com for specific details.</p> <p>POOL AND LIABILITY DISCLAIMER/RELEASE and HOUSE RULES must be signed by primary guest AT THE TIME OF CHECK-IN. (Both can be downloaded & reviewed.)</p>		
ARRIVAL DATE:		DEPARTURE DATE:	
NO. OF GUESTS:		ROOM NIGHTS:	
CHECK IN TIME:	3:00 pm	CHECK OUT TIME:	10:00 am

OCCUPANCY RATES AND GUEST NUMBERS: This accommodations reservation is for **guests** only. The occupancy rates quoted are based on the stated number of Guests and nights, and any changes will affect the rate and must be pre-approved by the Property Owner and/or Property Owner's Representative and Agent. If the actual number of Guests exceeds the allowed Guest number without Property Owner's and/or Property Owner's Representative and/or Agent's express prior written permission, a fee of \$50 per day/per person in excess of the allowed Guest number will be deducted from the Security Deposit. Parties, receptions, weddings and other gatherings are not permitted in the Property without Property Owner and/or Property Owner's Representative's and Agent's express prior written consent and signed Event Agreement. Unauthorized events may result in partial or full forfeiture of the Security Deposit. The person who completes and signs this application and agreement is referenced in this document as "guest". "Occupants" are all other staying guests whether noted on the occupant list in this document or not. "Invitees" are visitors to the property invited by guest or any other occupant.

Only the following guests shall occupy the Property (names of children's and their ages required):

X	X	X
X	X	X
X	X	

PAYMENT AMOUNTS AND DUE DATES (ALL FUNDS MUST BE PAID IN U.S. DOLLARS)

OCCUPANCY RATE: \$ _____ PER NIGHT x _____ NIGHTS	
OCCUPANCY AMOUNT:	
STATE OF HAWAII TRANSIENT ACCOMMODATIONS TAX [9.25%]+ GENERAL EXCISE TAX [4.166%] (EQUAL TO 13.42% OF TOTAL OCCUPANCY AMOUNT)	
TOTAL:	
OUT-CLEANING FEE (per villa) [\$350.00 p/villa unless otherwise agreed to by Owner Rep.]	
Required mid-stay cleaning(s) cost if stay is more than 7 nights (\$75 per mid-stay = 4 hrs). # of mid-stay cleans _____	
OCCUPANCY AMOUNT:	
REFUNDABLE SECURITY DEPOSIT (per villa): [\$1,000 p/villa unless otherwise agreed to by Owner Representative]	
TOTAL DUE:	
50% INITIAL PAYMENT: DUE BY: _____	
50% FINAL PAYMENT: DUE BY: _____ [60 DAYS BEFORE ARRIVAL]	
100% PAYMENT: DUE BY _____ [If arrival is less than 60 days]	
Housekeeping Service: Pre-arrival cleaning is included. Extra Cleaning available upon request.	

GUARANTEE OF RESERVATION AND PAYMENT POLICIES: Reservations for the Property on designated dates are on a first-come, first-served basis. Reservation is not held nor confirmed, and this application and agreement is not effective, until all of the following occurs: (a) The application and agreement is completed and signed by "Primary Guest" and **returned via fax or email within five (5) days from the issue date;** and (b) **the initial payment of 50% of the total payment due made via check or bank wire transfer.** Upon receipt and approval, we will furnish a confirmation. If Agreement and initial payment is not received **within seven (7) days,** then this Reservation will be deemed canceled by Guest and/or Guest's Agent.

Final payment of the remaining 50% of the total payment due is due 60 days prior to arrival. If arrival time is less than 60 days, then full payment will be required with signed application and agreement. A late payment fee of \$100 may apply or the reservation may be deemed to be cancelled by the guest and deposits previously paid may be forfeited to Owner.

GUEST CANCELLATIONS AND REFUNDS: Once Property Owner and/or Property Owner's Representative has accepted the Reservation and received Guest's initial payment, Guest-initiated cancellations may be accepted and a refund granted only if the Property can be re-booked for the full period of guest's scheduled occupancy, and will be subject to a cancellation fee equal to twenty five (25%) of the total occupancy amount, plus all applicable State of Hawaii and County of Maui taxes (this total is referred to as "Cancellation Amount"). If Property cannot be re-booked for any of the same dates, then all amounts previously paid by Guest and/or Agent shall belong to the Property Owner, and Guest will thereupon be released from any further liability to Property Owner. Refunds will be made on a pro-rata basis if only a portion of the rental period is re-rented, or if the replacement reservation is at a lower rate. Guest and/or Agent understands and acknowledges that Owner has no obligation to re-reserve upon Guest's cancellation, although Guest may expect a reasonable effort will be made to secure a suitable replacement reservation. As an alternative, Guest may be offered the opportunity to re-schedule their reservation for other future dates subject to Owner approval and payment of any annual or reasonable increase.

There are no refunds for early departure, delayed arrival, or any unused portion of the reserved occupancy period or unused requested additional services. Guest shall receive the refund under the cancellation fee process once the new substitute Guests have made their final payment.

To protect against cancellations caused by unforeseen events, trip cancellation insurance is highly recommended, and information on such insurance is available with third party providers.

Guest should be aware that refunds due to adverse weather or natural disaster such as a hurricane may be limited and will be considered by the Owners on a case-by-case basis. This reservation may be cancelled by the owner in the event of military or government action including warnings, violations, cease and desist orders, natural disaster, or sale of property. In such cases refunds shall be limited to the amount of monies paid to date on the account. Owner shall not be liable for other expenses incurred such as plane tickets or pre-paid rental car. In the event of sale of the property the new owner may honor this reservation, however no guarantees can be provided, as it may be impractical or impossible to bind the buyer, to the dates, rates, terms, or conditions as set forth in this agreement. It may also be impractical or impossible to force specific performance upon the new owner. In the event of the occurrence of any of the events, the owner will at all times act in good faith and will use his best efforts to assist with arranging substitute accommodations, subject to guest approval. All monies will be refunded to guest within 30 days.

RATES: are based on the number of guests and the length of stay indicated. Included are local phone calls, parking, refuse (excluding bulky refuse items), utilities, starter supply of soap and paper products, furnishings, and linens. Excluded are excess out cleaning expenses, food/beverages, housekeeping other than noted, personal laundry service, long distance telephone charges, automobile, baby proofing services and supplies, and baby equipment rental.

SECURITY/DAMAGE/LOSS/INCIDENTALS/ACTIVITY DEPOSIT: The Property Owner and/or Property Owner's Representative shall obtain with the **final payment** Security/damage/incidentals/activity deposit. Such deposit shall be retained by the Owner (or other agent) without liability for interest. Within 15 days after departure the deposit, or the remaining balance, shall be mailed to guest in U.S. check form. The owner (or other agent) at its option and without prejudice to any other remedy which the owner (or other agent) may have on account thereof, may apply a portion or entire amount of the cash deposit to pay for guest requested incidental expenses or services, or to compensate for loss or damage and subsequent replacement or repair of contents resulting from occupant's use of the property.

SECURITY DEPOSIT: Guest shall provide a Security Deposit to guarantee payment for any excessive soiling and staining of linens, property damage or loss, or excessive utility charges exceeding \$250.00 per week, or unpaid telephone/fax bills or for incidental services provided at Guest's request before or during occupancy of the Property. Failure of Guest to not include the Security Deposit with the payment by the due date may result in a late fee of \$100.00. This Security Deposit shall be returned within fifteen (15) business days after Guest's departure; EXCEPT THAT if it is verified that damage has occurred by Guest to the Property, then obtaining a damage inspection, estimates of repair and replacement, obtaining contractor's bids, ordering and delivering of required repair materials or replacement items, and undertaking the repair and/or replacement will delay return of the Security Deposit until all such items are completed and the Property is restored to its original condition. This delay may be sixty (60) or more business days. If the final estimates for repair or replacement are less than the Security Deposit amount, the Owner and/or Agent shall retain the portion of the Security Deposit to cover the final estimates and refund the excess portion to the Guest. Any balance remaining after all repairs and/or replacement have been completed shall be promptly returned to the Guest.

HOUSEKEEPING: Pre-arrival cleaning is included in the rental amount. Post-departure cleaning is billed as "outcleaning" expense. **A required mid-stay cleaning cost of \$75-\$150 per cleaning may be charged if stay is longer than 7 nights.** The number of required mid-stay cleanings will vary depending on length of stay. The excess out-cleaning expenses will be deducted from the security deposit and a detailed invoice will be provided.

CHECK-IN/OUT TIME: Check in time is 3:00 P.M. and check out time is 10:00 A.M or as noted on the Guest Reservation Agreement. Special arrangements may be granted for earlier or later arrival and/or departure times **with advanced notice** and may be subject to additional charge.

GUEST/OCCUPANT-USE RELATED TERMS, DISCLOSURES AND CONDITIONS:

1. Guest acknowledges he/she has reviewed the separate house description posted at <http://www.kiheibeachfrontrental.com> and is aware of all pertinent features/amenities/location of the property as of the issue date of this confirmation.
2. By executing this Guest Reservation Agreement, the guest acknowledges and agrees that he/she shall be responsible for any and all damages, costs, expenses, claims, or other liabilities to the property and contents, or to persons including all occupants, and invitees, for the duration of the reservation term, which are the result of any action or use by guest, occupants, or invitees. Guest hereby releases, waives, indemnifies, defends and holds harmless the owner of the property, property owner's representative and other agents (and their officers, partners, employees, shareholders, agents, attorneys, heirs, successors and assigns) from any and all claims, demands, actions, causes of action, liability, judgments, costs, expenses, injuries, and damages of whatever name or nature, arising out of or related to guest's, other occupant's and invitee's use of the property.
3. Guest is not responsible for ordinary wear and tear, maintenance or pre-existing defects.
4. Guest shall be liable and responsible for the safety and acts of all persons while on the property. Guest is aware there are certain risks inherent to persons and property with relation to this ocean front property. All guests, occupants and invitees will be responsible for exercising due caution and agree to enter the ocean and to use any equipment or facilities provided on the property or rented on their behalf at their own risk and without liability to the Property Owner, Property Owner's Representative or Agent.
5. Children must be kept under control at all times.
6. *Guest and all occupants* are not to leave personal articles in locked vehicles.
7. Guests should always secure their dwelling. Guest is aware there are no safes in the Villa.
8. Guest may be held responsible for the theft of owner's property if property is left unsecured. The Property Owner/Owner's Representative and/or Agent is not responsible for theft or damage of personal property under any circumstances. The Property Owner/Owner's Representative and/or Agent is not responsible for lost and found items.
9. Guest is aware this accommodation is **NO SMOKING INDOORS AND ON THE PREMISES**. Charges to remove

smoke odor from carpeting, upholstery, drapes, linens and other items may apply. Guest agrees to smoke OUTDOORS AWAY FROM THE PREMISES. **The Hawaii legislature enacted State Law 295, effective November 16, 2006, which prohibits smoking in all enclosed or partially enclosed areas open to the public. Violations will result in fines. All Kihei Beachfront Resort, LLC's villas are subject to this law.**

10. Guest agrees to immediately notify their Agent or Owner's representative of theft, fire, water leaks, or mechanical malfunction indoors or outdoors, as well as loss of keys or other breach of security. A replacement, re-key fee may apply in the event of lost keys. In event of a breakdown, Guest understands that Owner will strive to repair it as soon as possible after being notified of a problem. Owner cannot guarantee that air conditioning, televisions, appliances, doors and windows, etc., will not break down during Guest's stay, and therefore, no refunds or adjustments will be made for mechanical failure.
11. Owner reserves the right to evict without delay any persons who cause damage to the property or violate the law or act contrary to any conditions noted.
12. Because each villa is individually furnished and decorated, Guest shall not remove linens, dishes, or other items from one villa to the other villas. In the event Guest moves inventory and damage or loss occurs, Guest will be liable for the cost of repair or replacement.
13. Guest shall not sub-rent or re-assign this agreement and may not substitute or add occupants or bring pets onto the property without prior written approval

SPECIAL NOTE: Despite diligent pest control efforts, bugs, geckos, rodents and other tropical insects are to be expected in Hawaii.

LIABILITY: Guest agrees to defend, indemnify and otherwise in all ways, hold harmless Property Owner, Property Owner's Representative, Agent and assigns, from any claim for injury, loss or damage whatsoever, made by anybody, adult or minor, arising out of the rental, use, and maintenance, of the premises subject to this Agreement during the periods of its validity, including conditions, described hereafter, (which listing is not intended to be exhaustive), existing thereat, relating, directly or indirectly, to unguarded and unwarned of swimming pool, stairways, any of which can be slippery, whether or not wet, and therefore causal of falling or slipping.

Property Owner and Property Owner's Representative shall not be liable for any loss, damage, injury, expense, or other claim sustained by Guests or Guests' property caused by acts beyond the control of Property Owner, or Agent including, but not limited to, acts of God, war, civil unrest, power outages in public utility services, strikes, revolution, sudden pest invasion, inclement weather, hurricanes, tsunami, high surf and hazardous or dangerous meteorological conditions.

Should the Property become wholly or partially unavailable for this vacation rental due to fire, weather, acts of war, governmental action, or other acts of God, the liability of each of Property Owner and Agent is limited to return in full (or pro rata for the portion of the reserved period that the Property was unavailable) of all advance and other payments made by Guest and actually received by Property Owner and/or Agent.

GENERAL TERMS, DISCLOSURES, POLICIES AND CONDITIONS:

1. **The State of Hawaii allows a maximum of three people in a studio, four people in a one bedroom, six people in a two bedroom, and eight people in a three bedroom.**
2. House Rules form is to be signed by Primary Guest Upon Arrival (a copy is attached hereto in a separate document for you to review).
3. Pool, Liability Disclaimer/Release form is to be signed by Primary Guest Upon Arrival (a copy is attached hereto in a separate document for you to review).
4. Guest does not need to replenish soap, paper, or cleaning products prior to departure. During occupancy, unlike at a hotel, they are not replenished and guest should purchase as needed.
5. Guest is aware and acknowledges owner is not responsible for any disruptive, negligent or willful act, or failure to act, of any other third party over whom the owner has no control.
6. Changes in the dates or number of occupants are subject to availability and approval by owner. Holdover penalty is twice the nightly rate and taxes for late departure. Owner reserves the right to terminate this application and agreement, if it discovers that any part of this document is completed with false or misleading information. If owner terminates this application and agreement due to false or misleading information, the initial payment will be non-refundable to guest.
7. Guest is aware that governing laws for this agreement are those of the State of Hawaii and that this agreement supersedes all prior oral discussions or written information and that faxed copies may be deemed as originals.
8. Owner, Owner's Representative, caretaker, or repairperson(s) may enter the property to make emergency repairs or other inspections with 24 hours notice, unless an agreed upon time earlier than 24 hours is secured.
9. Under an emergency deemed by the State of Hawaii Emergency Alert System, Owner, Owner's Representative, and/or caretaker, may enter the property to remove Owner's valuable items, i.e., Owner's paintings, furnishings, in order to protect such items from damage or loss.

OWN RISK: The Guests' entry into and/or use of the pool, BBQ and any other equipment (as applicable) located in the Property are at the Guests' own risk and Property Owner and/or Property Owner's Representative and/or Agent shall not be responsible or liable for any injury or death to any Guest resulting from such entry and/use.

DISPUTE RESOLUTION: If any dispute should arise between Owner and Guest, the parties agree to resolve such dispute by good faith negotiations, and if they are not successful, then to submit their dispute to mediation (and if that does not succeed, then to binding arbitration) to be conducted by Dispute Prevention and Resolution, Inc., Honolulu, Hawaii ("DPR"), in accordance with DPR's mediation or arbitration rules, whichever is applicable, any such mediation or arbitration shall be held in the County of Maui, Hawaii.

BINDING AGREEMENT: The undersigned (I or we, if more than one person), by signing and submitting this Agreement to Owner or Agent, hereby apply for transient accommodations in the Property, and state and promise that I/we have read, understand and agree to the terms and conditions of this Agreement, including the stated restrictions on the use of the Property, and understand that **this is a legal document and should be carefully read and fully understood**. I/We understand and represent that I/we am executing this Agreement on behalf of all persons to occupy the Property, and that when this Agreement is signed by Agent below on behalf of Property Owner, it will become a legally binding agreement.

GUEST RESERVATION AND CONFIRMATION: PLEASE FAX THE SIGNED DOCUMENT AT ADDRESS STATED ABOVE.

PAYMENT: Kihei Beachfront Resort LLC offers two (2) methods in which payments can be made. (1) bank to bank wire transfer, and (2) personal or company check. **[Note: Owner may agree to accept payment via credit card, if Guest agrees to pay the 3% fee charge on the Occupancy Amount.]**

Please follow the instructions below for the desired method of payment. All payments must be received in U.S. dollars.

Wire Transfer Option: All fees are payable by the sending party. Please make sure to include any fees in addition to the amounts owed to Kihei Beachfront Resort LLC.

Beneficiary:	Kihei Beachfront Resort LLC
Beneficiary Address:	77 Hookele, Suite 302, Kahului, HI 96732 (USA)
Beneficiary Bank:	Hawaii National Bank
Beneficiary Bank Address:	50 South Puunene Ave., Kahului, HI 96732 (USA)
Beneficiary Acct#:	14014084
Beneficiary Routing:	121301772

P LEASE CALLOR EMAIL US TO LET US KNOW FUNDS WERE WIRED. WE WILL THEN EMAIL YOU TO VERIFY RECEIPT.

Personal or Company Check: All checks are payable to Kihei Beachfront Resort LLC. Send such checks and an original signed copy of this Agreement to 77 Hookele, Suite 302, Kahului, HI 96732. Please note that while Hawaii is certainly a part of the United States, Maui is also an island in the distant South Pacific. Please send your check either express, overnight, or priority mail. If sending by courier, please sign the signature release to facilitate delivery.

BY SIGNING THIS DOCUMENT, I (PERSONALLY OR BY MY AGENT SIGNING ON MY BEHALF) ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND VOLUNTARILY AGREE TO AND CONFIRM ALL TERMS, CONDITIONS, RULES, DISCLOSURES, PAYMENTS AND COSTS, EXPRESS ASSUMPTION OF RISK AND LIABILITY RELEASE, AND CANCELLATION POLICY AND PENALTY, INCLUDING RESERVATION DATES, OCCUPANCY RATES, AND MAXIMUM OCCUPANCY, ON MY BEHALF AND ON BEHALF OF ALL OTHER INTENDED OCCUPANTS. I UNDERSTAND AND AGREE THIS AGREEMENT IS LEGALLY BINDING AND STATE THAT I HAVE READ IT AND ALL ATTACHMENTS PRIOR TO SIGNING.

PRINT NAME: _____ SIGNATURE: _____ DATE: _____

PRINT NAME: _____ SIGNATURE: _____ DATE: _____

AGENT'S NAME (IF APPLICABLE): _____ AGENT'S SIGNATURE: _____ DATE: _____

This Agreement may not be amended, modified or altered in any way except by written amendment signed by both parties

MAHALO NUI LOA
(Thank you very much)