

VACATION RENTAL AGREEMENT

This lease agreement ("Agreement"), is entered into by and between Britt and Susan Galland ("Lessor"), and _____ ("lessee"), for the vacation rental property located at 58-133 Mamo, Haleiwa, Hawaii 96712 ("Property") Dated _____. By signing this agreement, I agree to abide by the conditions set forth in this agreement and all policies and rules set forth by Lessor. I further understand and agree that to breach any items contained within this agreement will result in my eviction without refund. I understand that Lessor has made every effort to provide accurate information; however, in the event of errors, omissions, or in the case of any changes by Lessor, I agree not to hold Lessor responsible or liable. I understand and agree to all the following:

This is a non-smoking property, no smoking allowed. Please initial _____ that you acknowledge the no smoking rule **Lessee** _____

1) **OCCUPANCY:** Occupancy to commence on a, daily basis commencing on _____ and ending on _____ for the total of _____ days. Check-in is at 2:00p.m. on _____ and check out is at 11:00 a.m. on _____ unless otherwise agreed by the Lessee/Lessor.

2) **ADVANCE RENT PAYMENT:** \$300.00 shall be paid as a non-refundable advance payment of rents, to be returned along with this agreement signed to the Lessor within 7 days after forwarded to Lessee or the reservation will be automatically canceled without notice. This Agreement shall not be binding unless and until the lessor has received the amount specified and all checks have cleared the bank.

3) **TOTAL AMOUNTS DUE:** Total amounts due to Lessor are as follows * Please contact Lessor to determine amounts due before filling in.

Total days of stay (___) x \$____.____ per day	\$____.____
Cleaning Charges	\$____.____
Other Fees	\$____.____
Sub Total	\$____.____
Total due upon signing / <u>Check or CC</u>	\$ 300.00
Balance Due on Arrival / <u>Cash or CC only</u>	\$____.____

* Amounts due shall be made payable to: Britt Galland and mailed to: PO Box 1113, Rancho Santa Fe, Ca. 92067 or a Credit Card can be taken and the agreement faxed to: 858-759-0697

CC# _____ * For security please email the CVC code, Name on card and exp date to vlandhale@yahoo.com

4) **TOTAL AMOUNTS DUE:** Any and all fees for goods or services set forth herein, must be received by Lessor as follows: prior to arrival a \$300 non-refundable deposit to hold the dates may be paid by personal check or credit card. Balance due (total amount plus cleaning less the \$300 deposit MUST BE PAID IN FULL AT CHECK-IN. The advance rent payment shall be forfeited and be non-refundable if the lessee decides at check-in to not occupy the property or decides less than 30 days in advance to cancel. **LESSEE INITIALS**_____

5) **RULES, REGULATIONS, AND POLICIES:** By signing this agreement, I certify that I have read, understand, and abide by all rules, policies, regulations of lessor and the property. These rules, policies, and customs are set forth herein or provided herewith. I agree to immediately vacate property upon demand for any violations of any of these rules, policies and regulations.

6) **MANDATORY EVACUATIONS:** If state or local authorities order a mandatory evacuation of any area that includes the property, I shall comply with the order and evacuate the property upon being notified, and return all keys to the property to the Lessor. Furthermore I agree not to return to the property after the mandatory evacuation order has been lifted without consent from Lessor. The Lessor will attempt to keep the Lessee's apprised of evacuation orders by local government however it is the Lessee's responsibility.

7) **CANCELLATION:** In the event of a cancellation by the Lessee, the advance payment of rent shall be forfeited and be non-refundable.

8) **MAXIMUM OCCUPANCY AND PARTIES:** Maximum Occupancy of the property is determined prior to signing rental agreement. All person's names and ages are required to be listed on the rental information section. Visitors to the Lessor's property may not exceed double the maximum occupancy of the property at any given time. OVER NIGHT STAYS BY VISITORS ARE NOT PERMITTED. NO PARTIES OR ANIMALS are allowed by Lessee or visitors. SMOKING is prohibited inside the Property. Violations of these terms without the express written consent of Lessor will result in the immediate eviction and violation of the agreement. Lessor reserves the right to immediately terminate or reject rental, without refund, if Lessee has violated these policies or it is determined, in Lessor's sole discretion, that lessee and /or Lessee's visitors are detrimental to the property.

9) **NO ASSIGNMENTS OR SUBLET:** Assignment or sublet of this agreement is expressly prohibited.

10) **KEYS:** (1) set of keys will be provided. Additional keys may be available upon request. Lessee (tenant) agrees to pay \$50.00 for re-keying of doors for lost keys.

11) **DAMAGES TO PREMISES:** In the event of damages exceeding normal wear and tear to the Property during the

term of the occupancy by Lessee, cost of the damages will be assessed and become the responsibility of Lessee. Such damages shall be paid within 10 days after notice by the Lessor. In the event that the property is unable to be rented during the time of repair of the damages caused by Lessee or Lessee's visitors, loss of rental revenue at the rate of daily rental will also be assessed and become the responsibility of Lessee.

LESSEE INITIALS_____

12) INDEMNIFICATION AND HOLD HARMLESS: RIGHT OF ENTRY: ASSIGNMENT: Lessee agrees to indemnify and hold harmless lessor from and against any liability for personal injury or property damage sustained by any person (including Lessee's visitors or guest), as a result of any cause, unless caused by the negligent or willful act of Lessor. Lessee agrees that Lessor or their representatives may enter the property during reasonable hours to inspect the property, to make such repairs, alterations or improvements thereto as lessor may deem appropriate. Furthermore, agent reserves the right to enter the property at any time to inspect for suspected parties or pets, which are strictly prohibited.

13) ATTORNEY'S FEES: In any legal action brought by either party to enforce the terms hereof or relating to the rental premises, the prevailing party shall be entitled to all cost incurred in connection with such action, including a reasonable attorney's fees.

14) WAIVER: The failure of Lessor to enforce any term of this Agreement shall not be deemed a waiver. The acceptance of rent of by Lessor shall not waive his right to enforce any term hereof.

15) LEGALLY BINDING: Lessee agrees to abide and fulfill all parts of this agreement, all additional policies, rules, regulations and addenda to this Agreement, and furthermore agrees that it is a legally binding agreement, either in whole or in part. If Lessee does not understand any portion of this

Agreement, they should consult their attorney. All parties agree that in the event of a dispute, the agreement will be interpreted in accordance with Hawaii law. By my signature, I acknowledge that I read and agree to abide by the conditions set forth in this rental agreement and all policies, regulations, and rules set forth by Lessor. I further understand and agree that to breach any items contained within the above referenced documents will result in my eviction without refund. I understand that Lessor has made every effort to provide accurate information, however, in the event of errors, omissions, any changes by Lessor, I agree not to hold Lessor liable.

Signature of Lessee_____

Date_____

Renters Information

Name_____

Address_____

City_____State_____Zip_____

Phone#_____

Fax#_____

Email _____

State DL #_____

Rental dates _____

Names of persons in party over 18

1_____2_____

3_____4_____

5_____

Names of persons under 18

1_____2_____

3_____4_____

DATE_____

LESSEE SIGNATURE_____