



MAUI BY THE SEA VACATION COTTAGE

523 Hana Hwy - Paia HI 96779

Phone: (808) 385-0311

www.mauibythesea.com

Accommodation Agreement / /2018

Guest Name & Contact:

Arrival Date:

Departure Date:

of Nights

Vehicles allowed: 1

in Party: 2 adults

Check-in is at 3:00 PM or later. Check-out is at 12:00 PM or earlier.

We are flexible if there is no arrival the next day.

PAYMENT: A \$400 deposit is required to reserve the cottage. A Paypal invoice will be sent to Guest. Banking fees for this first deposit will be at the charge of the Owner.

Final Deposit: Please issue a personal or company check drawn on a US bank, payable to **Maui by the Sea** and if a Canadian check, indicate US funds. If sending your check and agreement by regular first-class mail, mail to: **Maui by the Sea, 523 Hana Hwy, Paia, HI 96779.**

If paying the final deposit with a credit card, we will send you a Paypal invoice.

The following transaction fees apply: 3% (4.5% for non US). Make sure that the email coming from Paypal does not get blocked into your spam filter.

International wire transfer fee \$15/transaction.

Effectiveness of this agreement:

This reservation is not effective, in any manner, until all of the following have occurred:

- a) The Accommodation Agreement is completed and signed by the primary Guest. Actual signature is required. A typed name will not be acceptable.
- b) The Accommodation Agreement is returned to Owner, together with the initial payment as set forth above.
- c) All matters approved by Owner. Upon approval, Owner will furnish a receipt and confirmation.

If final payment is not received by at least sixty (60) days prior to arrival, Guest's reservation may be deemed to be cancelled, and any deposits previously paid may

be fully forfeited at Owner's sole discretion, notwithstanding anything contained herein to the contrary.

Rates: Nightly Rate \$295 + 14.416 % tax for 1 or 2 persons occupancy
Minimum stay 7 nights. Shorter stays accepted with a \$50 cleaning fee.
Reservation is held by a \$400 deposit due upon receipt of reservation invoice.
Final deposit is due sixty (60) days prior to arrival.
Rates are based on the number of Guests and the length of stay indicated.
Occupancy may not exceed allowable Guest count. If the allowable Guest count is exceeded without express written permission, an additional charge may be applied.

Refunds and cancellations: If Guest cancels at any time after the initial deposit of \$400.00 is paid, but before sixty (60) days prior to arrival, Guest will be entitled to a refund of its \$400.00 deposit, less twenty percent (20%) of the gross rental amount.

If Guest shall cancel this reservation during sixty (60) days prior to arrival, then the following cancellation policy shall apply. In the event that Owner is able to rebook all of Guest's reservation period, Owner will refund all of Guest's rental amount, less twenty percent (20%) of the gross rental amount. In the event that Owner is able to rebook only a portion of Guest's reservation period, Guest shall be entitled to a refund of a prorated amount of the balance remaining after the cancellation fee is deducted, based upon the rebooked portion of Guest's reservation period. Owner does not guarantee that all, or any portion, of Guest's reservation period will be rebooked. However, Owner will exert its normal and reasonable efforts to obtain suitable rebooking. Guest acknowledges and agrees that this reservation is not part of a hotel or volume rental system. In the event that Owner is unable to rebook any portion of Guest's reservation period, no amount of Guest's gross rental payment shall be refunded.

Guest should be aware that refunds due to adverse weather or natural disasters such as hurricanes may be limited and will be considered by the Owner on a case-by-case basis.

No refund for late arrival, early departure, or unused nights. If Guest leaves premise without notifying agent or Owner, absolutely no refund will be given for time of Guest's absence.

Guest Disclosure: Maui by the Sea Cottage sits off of Hana Highway (it is not a "highway" as mainlanders understand it, it is a 2 lane road). There can at times be excessive road noise. However, we have good insulation and have added central air conditioning to minimize the problem. There will be no refund given due to this situation.

From the Guest cottage you look over the roof of the Owner's house to the ocean. Access to the ocean is limited by the Owner's home. However, an intimate oceanfront sitting area has been arranged for Guests staying at the Maui by the Sea Cottage.

Important Disclosures: NO SMOKING ANYWHERE ON THE PROPERTY.

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Neighborhood quiet hours are 9pm-8am. Parties or group entertaining are not permitted, and can be grounds for eviction. Guest use is strictly for residential use. There will be no business conducted on the premises.

Liability: Guest shall be liable and responsible for the safety and acts of all persons while on the property. Guest shall not permit unsupervised use of barbecue or other equipment by unsupervised children under the age of 21. 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 Owner. Guest acknowledges that no life guard or life guard service is available at the Maui by the Sea property. Therefore, use of the shoreline and ocean areas is undertaken at the sole risk and responsibility of the Guest or any of the Guest's invitees. The Guests understand that entering and swimming in the ocean can be hazardous under any conditions and may cause serious bodily injury and sometimes death. Under no circumstances shall any reservation agent, (including their employees, managers, agents), or the Owner of the property be responsible for any loss, expense, damages, claims, injury or death, as a result of allowing entry to the premises, rendering of services and providing of accommodations. Guest agrees to assume the risk and be responsible for any and all damages, losses and injuries. In the event that any third parties should suffer any injury or damage as a result of Guest's gross negligence, or intentional and wrongful acts and conduct, Guest agrees and covenants that Guest shall defend Owner from any claims from such third parties, and hold Owner harmless.

Should the TV, DVD, BBQ, hot water heater, air conditioning or other mechanical device become inoperable, this agreement will not be voided or altered. Owner will attempt to correct problems or deficiencies as soon as possible. If not corrected within 24 to 72 hours (depending on the device and severity of Guest inconvenience), a reasonable adjustment to rate, partial refund, or other compensation may be offered. **Guest is aware that Hawaii has a warm tropical climate and despite regular chemical and other diligent pest control efforts, all accommodations may experience a modicum of creatures including, but not limited to flies, gecko lizards, small ants, bees, beetles, roaches, toads, small scorpions, millipedes, centipedes, rodents, spiders and others.**

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Safety: Guests and all occupants have been advised not to leave personal articles in locked vehicles even if in the trunk and to always lock their vehicles. Guests have been advised to always secure their dwelling especially when leaving it vacant at day or night. This includes locking all doors, including sliding doors and sliding screens. **Guests acknowledge and agree that smoking, candle burning, or any type of open flame burning are prohibited both indoors and outdoors.** Guest agrees to immediately notify Owner of theft, fire, water leaks, or mechanical malfunctions indoors or outdoors, as well as loss of key or remote. Guest agrees to turn off air conditioning when not in residence. Guest is aware that if air conditioning is in use, all doors and windows should be closed. Remote: There is a charge of \$50 for gate remote NOT returned.

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Housekeeping: Accommodation is provided with pre-arrival cleaning. Post-departure cleaning is either billed by additional out cleaning expense or paid by Owner. Neat and tidy condition is expected upon departure. 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.

GUEST ACKNOWLEDGEMENT: I hereby apply for the reservation of the property noted above and warrant that I have read, understand, and voluntarily agree to this application and agreement including all terms, conditions, and disclosures. I am authorized to agree to these terms, conditions, disclosures, be responsible for payments and costs, express assumption of risk and liability release and cancellation policy, on my own 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 prior to signing.

PRIMARY GUEST NAME: _____

SIGNATURE: _____

Accommodation Agreement date: / /2018

Please print, sign in original, mail, or scan and email back this last page:

Guests Names _____

Mailing Address _____

City, State, Zip _____

Email _____

Travel cellular phone number: _____

Gate Code (your choice of 4 digits): _ _ _ _

Flight Information

Airline & flight # _____ Maui Arrival day & time: _____

Departing city _____

Airline & flight # _____ Maui Departure day & time: _____

SECURITY DEPOSIT Credit Card Authorization: (must be completed) Security/damage/ incidentals deposit :credit card guarantee

In the event of telephone tolls, damage, loss, soiling/staining or incidental charges, the following AMERICAN EXPRESS, VISA or MASTERCARD will be charged, and a copy of the charges sent to the tenant.

Tenant's signature below executes this charge authorization. Tenant warrants that the signature below is the same as on the back of the credit card listed.

Card type (circle one) AMEX, VISA, DISCOVERY, MASTERCARD

Card number _____

Issuing bank _____

Expiration date _____

CVV or CVC# (3 digit code on back of card; 4 digit code on front for Amex) _____

Card billing address _____

Today's Date _____

Signature of Card Owner and Responsible Adult/Primary Guest:

_____ Date _____