

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the "Agreement") is made by and between Peer Frank Molokai, LLC ("Homeowner") and _____ ("Guest") as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

- 1) Property. The property is located at: 8770 Kamehameha V Hwy, Molokai, HI 96748
- 2) The property is furnished and includes items listed in the **Inventory List** provided.
- 3) Rental Party: The rental party shall consist of Guest and no more than 3 people, maximum 4 persons:

Responsible Party Name	Street Address	City, State Zip	ID type and #	Age
Additional Guests Names and				Ages

- 4) Term of the Lease. The lease begins at 4:00 p.m. on _____ (the "Check-in Date") and ends at 10:00 a.m. on _____ (the "Checkout Date").
- 5) Minimum Stay: This property requires a 4 night minimum stay. Longer minimum stays may be required during holiday periods. If a rental is taken for less than 4 days, the guest will be charged the 4-night rate.
- 6) Rental Rules: Guest agrees to abide by the **Rental Rules** attached as **Exhibit B** at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the rules at all times while at the property.
- 7) Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner. Guest shall not access or view the property prior to or after reserved rental date unless authorized by the owner or caretaker.
- 8) Housekeeping: There is no daily housekeeping service. Linens, bath and beach towels are included in the unit, daily maid service is not included in the rental rate. Please use only the beach towels outside. Daily or periodic maid service can be arranged for an additional charge.
- 9) Rental Rate and Fees
 - a) Damage Deposit:
 - i) Guest can use VRBO deposit hold of \$500 on their credit card which will be removed after 14 days of checking out of the unit when pay for the rental or
 - ii) Provide credit card information to property caretaker: Any damages or losses will be deducted, with proper documentation and notice, from the credit card provided.
 - iii) Purchase damage insurance.
 - iv) The deposit is for security and intended for use due to: damage to the property or furnishings, dirt or other mess requiring excessive cleaning; or any other cost incurred by Homeowner due to Guest's stay or breaking the rental rules. **If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately to not be liable.**
 - b) Rental Rate. Deposit of 50% is due upon reservation and payment in full of the following fees shall be due within 30 days of the Check-in Date, reservation will be cancelled and deposit forfeited if not received:

\$ _____ per night/wk/mo X _____ nights/wk/mo =	\$ _____
HI Taxes ((GET) 4% + (TAT) 9.2%) = 13.2%	\$ _____
Cleaning Fee	\$ 150.00
Total	\$ _____

- 10) Cancellation Policy: If Guest wishes to cancel his/her reservation, the **deposit** will be refunded as follows: 100 % if cancelled 60 days prior to the Check-in Date less administrative costs.
- 11) Insurance: We encourage all renters to purchase traveler insurance. VRBO website has options listed for purchase and we are looking in to options also. By my signature on this rental agreement, I acknowledge I have read my rights to purchase travel insurance.
- 12) Vehicle: If guest chooses to drive the vehicle provided all drivers must fill out and sign the **Rental Car Agreement** provided.
- 13) Water Toys: If guest chooses to use water toys provided on property as a courtesy, they accept doing so at their own risk and release property owners from any liability or responsibility.
- 14) Payment: Acceptable payment methods are payment through VRBO via personal check or credit card. Or personal check written to Peer Frank Molokai, LLC mailed to: P.O. Box 241, Indianola, WA 98342 with rental number and date rented written on the check.
- 15) Storms: If there is a storm or hurricane, no refunds will be given unless:
 - 16) The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
 - 17) A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.
 - 18) The day the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
 - a) Any unused portion of rent from a guest currently registered;
 - b) Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and
 - c) Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below

Caretaker

Guest:

Name (print) Harley Tancayo

Name (print): _____

Date: _____

Date: _____

Phone # (during stay): 808-658-0486

Phone # (during stay) _____

Exhibit B

1. *Aloha and welcome to our home. We certainly hope you enjoy your stay on Molokai. Please take a look at the following rules to help respect the privacy of our residential neighbors and make your stay pleasant and comfortable.*
2. *Maui County Short-term Rental Code Requirements:*
 - a. *Residential Quiet hours are from 9:00pm to 8:00am. Sound that is audible beyond the property boundaries during non-quiet hours shall not be more excessive than would typically be associated with a residential area. Amplified sound that is audible beyond the property boundaries is prohibited.*
 - b. *There shall be no parties or group gatherings other than registered guests.*
 - c. *One car per bedroom is allowed on the premises. Please park cars in the designated onsite parking area outside garage doors and not park on the street or front lawn.*
 - d. *No more than 2 guests per bedroom, including children over 2 years old.*
 - e. *House and rental rules documents to be signed by each registered adult guest.*
3. *The property is designated a non-pet, non-smoking and non-illicit drug use property. Please do not allow stray pets to come into the house or garage.*
4. *Please bag all trash in plastic bags per instructions located in the house and place in the trash cans on the SE corner behind the outside shower. Please do not litter. Trash in the cans will be picked up Wed. and placed on the road for pickup Thursday morning then the emptied cans will be returned Thursday afternoon.*
5. *When you are not in the house, please turn off all lights and fans. Conserving energy is very important to our small island.*
6. *There are no lifeguards on the beach. Please keep a close eye on babies and children as the beach and ocean can be dangerous. Please also note that the shoreline is the property of the people of Hawai'i, and is open for the free use of everyone.*
7. *Please only use appliances for their intended uses. Please do not leave the BBQ unattended and clean grill after each use.*
8. *The use of the laundry is for guests only.*
9. *Please do not move furniture in or outside of the house and leave property and all furnishings in good order. Outdoor, folding lounge chairs are located in the garage for outside use.*
10. *The house is on a septic system. The septic system is very effective; however, it will clog up if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at any time. If any items are flushed and clog the septic system, you will be charged for repair.*
11. *Please keep screens shut and bugs outside.*
12. *Upon check out please make sure all dishes are clean and put back in the cabinets to reduce cleaning fees.*
13. *When departing the property, please turn off all lights and fans, shut all windows, and sliders, and lock front door. Put the key on the butcher block in kitchen. You may leave the second key on the kitchen island. Please note that you may be charged \$50 for any lost or replaced keys.*
14. *We'd like to hear how we can improve your stay or next visit so please give us a call at: 808-658-0486 or drop us a line at MolokaiBeachRentals@gmail.com*