



GUEST RESERVATION AGREEMENT

AGENCY DISCLOSURE

Maui Resort Rentals, Inc. ("MRR") is a licensed Real Estate Broker and Property Management Company registered in the State of Hawaii and located at 30 Halawai Drive, Suite B-4, Lahaina HI 96761.

IMPORTANT NOTE

IN ORDER TO CONFIRM YOUR RESERVATION, AGREEMENT OF THIS GUEST RESERVATION AGREEMENT TOGETHER WITH YOUR RESERVATION DEPOSIT OR FULL PAYMENT MUST BE RECEIVED.

DEFINED TERMS

"Guest" refers to the party or parties occupying the rented unit(s) or Property. "MRR" refers to Maui Resort Rentals. "Owner" refers to the legal owner of the Property and its contents. "Property" refers to the real estate and content reserved by the Guest in this agreement.

RESERVATIONS PAYMENT POLICY

A 25% deposit is applicable if reservation confirmation precedes the balance due date. The balance due date is 30 days in advance of reservation check-in date. The balance of the total rental charges is due on the balance due date and is nonrefundable. Reservations confirmed after the balance due date and preceding check-in will require full payment. No reservation payments are to be made at check-in.

CHECK IN/RATE DETAIL

Check in time is 4:00 PM on the Arrival Date, with check out by 10:00 AM on the Departure Date. All rates are subject to change without notice.

DAMAGE WAIVER FEE

In addition to the rental charges, this Property requires a non-refundable damage waiver fee. The damage waiver fee protects Guest against certain losses resulting from the failure of Guest or Guest's invitees to comply with Guest's obligations hereunder and to cover costs arising from any damages to, and/or loss of items from, the Property, up to \$1,500.00. This includes damages from use exceeding normal wear and tear requiring repair(s) and/or extraordinary cleaning costs. If damage, cleaning, and/or replacement costs exceed the \$1,500 coverage amount, Guest will receive an invoice for the additional costs and receipts for the initial \$1,500.00 of costs covered by the damage waiver fee.

SUBSTITUTION OF ACCOMMODATIONS

MRR reserves the right to substitute alternate accommodations without liability should the rental property become unavailable. Ownership changes, rental management change or unforeseen circumstances, appliance issues, foreclosure, or other scenarios may arise whereby the reserved accommodations become unavailable. An equivalent substitute determined by MRR may be offered that is similar but may not be of the exact same size, view, accommodations, functions or amenities. When an equivalent substitute is available, no refund will be offered. Should the guest decline the comparable property, the guest may apply rental payments towards the reschedule of their reservation to alternative available dates in the accommodation reserved.

RESERVATION CANCELLATIONS & REFUNDS

Guest is procuring a reservation/lease of property in advance whereby both the Owner and MRR are compensated. Setting aside this leased period on behalf of guest precludes the Owner and MRR from leasing the property to any other guests during the designated reservation dates. To ensure against forfeiture of advanced deposits/payments, MRR strongly suggests the purchase of TRAVEL INSURANCE. Any Guest-initiated request to change of reservation dates subsequent to this Agreement is subject to prior written approval by MRR. Guest-initiated cancellation any time after the expiration of the cancellation period (balance due date) will result in the loss to Guest of all advance deposits and payments. No refunds or compensation for events outside of MRR's control including but not limited to: construction or maintenance work in the vicinity, neighboring properties, community infrastructure, utility (gas, power, water) shortages or outages, road closures/construction, equipment or system failures, Acts of God, pandemics, storms and the like, acts of war, terrorism or government agencies, of the unknown, or any fears related to travel. No refunds or compensation will be made for late check-ins; early check-outs, "no-shows" or for reserved but unused services.

ADD ON FEES

Lease and applicable tax payment, represents the exclusive rental of the property during the lease period. This does not include "third party" fees (additional fees that may be applicable for use of resort (ie resort fees) or parking fees, etc. If

THESE ARE LEGAL DOCUMENTS AND SHOULD BE READ CAREFULLY PRIOR TO ACCEPTANCE AND EXECUTION THE LAWS OF THE STATE OF HAWAII SHALL GOVERN THIS AGREEMENT.

applicable these will be clearly evidenced on the quote/invoice associated with the reservation. The guest is the sole responsible party for any additional expenses that may be incurred due to changes to "third party" fees. As these fees are outside the control of MRR, no credits/refunds will be made.

CABLE/SATELLITE TV

Each unit is individually owned and MRR cannot guarantee scope of TV/cable channel availability. Premium packages, i.e., Movie Channels, Sports Channels, Pay Per View, etc, cannot be activated by MRR. MRR is not responsible for additional expenses incurred by guests due to charges made outside the control of MRR.

TELEPHONE AND INTERNET ACCESS

Most accommodations are equipped with complimentary wireless access to the internet as well as a courtesy house phone. MRR makes no warranties on the availability or security of the supplied internet access. If connecting to the internet by way of the supplied access, it is incumbent upon the guest using the internet to practice appropriate behavior including but not limited to copyright infringement laws. Guest assumes ALL liability (MRR assumes no liability) for any content uploaded or downloaded over the wireless access. All risk is therefore assumed by the guest user. Although encouraged, not all accommodations have a courtesy house phone. Any charges associated with calls to and from the complimentary phone during the reservation time period are the responsibility of the registered guest. In most cases, phones have restricted access to only allow local calls unless using features such as credit card and collect calls.

LINENS

A reservation includes a standard supply of linens and replenishment items (detergent, toiletries, soap etc.). Most timeshares/fractional resorts include a midweek tidy service. (Light clean and refreshment of accommodations) Additional cleaning and linen services are available directly from the resort upon request at an additional cost.

OBLIGATIONS OF GUEST AND OCCUPANT(S)

The undersigned Guest bears the financial responsibility for: all amounts due under this Agreement and all incidental damages to the Property or others caused by Guest or any occupant(s) or other guest(s) invited onto the Property. Guest is the only occupant with legal standing in any matter(s) of dispute or litigation, which might arise pursuant to, or in consequence of, any accommodations or services provided or substituted under this rental agreement. The guest confirming the reservation must match the guest providing payment for reservation Therefore, the undersigned Guest shall:

- be at least 21 years of age.
- adhere to the maximum occupancy as stated in the listing description to ensure guests' safety along with resort access. This includes documenting an accurate count of all occupants for reservation. Guests found to be exceeding the maximum occupancy are in breach of contract and may be subject to eviction without refund.
- cause all Guests, invitees, and occupants to sign a Transportation Services Waiver and Release prior to using any MRR-sponsored courtesy shuttle.
- abide by all disclosed property rules and restrictions and inform all other occupants, guests and invitees of said rules and restrictions. Please be considerate of our neighbors. No loud music at anytime, and no parties, music, swimming pool games, noise, etc. during Quiet time
- adhere to smoking restrictions. Smoking is allowed in designated area only. Smoking inside the suite or on the Lanai is ABSOLUTELY FORBIDDEN. A fine of \$500.00 will be assessed for smoking inside the suite. Any property damaged by burns will also be replaced at your expense.
- abide to local laws regarding drinking alcohol and illegal drugs. Guests under the age of twenty-one (21) are prohibited from consuming alcoholic beverages on rental properties. Illegal drug use is strictly prohibited and prosecuted to the fullest extent of the law.
- be responsible for all acts of other occupants, family, guests, invitees, agents, employees, contracted servants or other persons allowed or invited onto or into the Property.
- notify MRR immediately of any defects or damage to the Property.
- allow resort staff reasonable access to the Property to make repairs.
- not sublet or assign all or any portion of this Agreement without MRR's express written approval
- safely cook and/or prepare food only in those area(s) of the Property specifically designated for cooking.
- not bring or allow pets or animals of any size, manner, or description onto the Property.
- leave the Property in the same condition at check-out as it was found at check-in; normal wear and tear excepted.
- if applicable, return all keys at check-out. Required replacements or re-keying costs will be assessed to
- not remove any furniture, artwork, or any other items from the Property. We ask that you do not sit on the furniture with bare skin and suntan oils. These products can stain the fabric.

- abide by all common area rules. No glass is permitted poolside. Acrylic glasses are provided for your use. Please note that all tiled lanais and the pool areas are slippery when wet or if your feet are wet. Please be careful. No running, no diving, no horseplay. Parents and/or guardians are responsible for their children.
- if applicable, Federal, State of Hawaii or County Governments may extend guidelines to combat pandemic/epidemic scenarios. It is incumbent on the Guest to abide by all such mandated protocols.

GENERAL TERMS, RESTRICTIONS & DISCLOSURES

There are several general terms, restrictions and disclosures which apply to the Property, many of which apply to almost all vacation rental properties in Hawaii. In most cases “common sense” applies with respect for your safety and consideration for our future guests as well as our neighbors in the community These include, but are not limited to, the following:

- Ocean swimming has certain inherent risks. Waves, currents, and wind, ocean conditions, and dangerous sea creatures vary from area to area, day to day, season to season, and minute by minute. Always check swimming conditions with the local authorities prior to swimming. Never turn your back to the ocean and never swim alone. MRR makes no provisions, protections, nor promises regarding the safety of Guests, any of Guest’s invitees, or any occupants choosing to enter or go near the ocean or to utilize any recreational facilities or equipment found or located in, on, or near the Property. The risks and responsibilities of ocean swimming and pool use rests solely and completely on Guest and their occupants and/or invitees.
- Most private swimming pools, if available, may not have separate childproof fences surrounding the immediate pool area. Supervise children very carefully and please assist others in doing so by helping keep all doors and gates leading to pool and spa areas closed and locked. Use of pool and spa facilities is at Guest, occupants, and other invitees’ own risk. THERE IS NO LIFE GUARD ON DUTY AT THE POOL.
- Parties, weddings, receptions and other such functions that draw additional traffic are not permitted at the Property. Any exceptions require prior written permission from MRR, and may entail additional requirements and fees, including liability insurance coverage.
- If Guest uses a catering company or similar service provider at the Property, MRR requires said caterer (or similar service provider) to provide at its sole cost and expense a policy of general liability insurance of not less than Five Hundred Thousand Dollars
- (\$500,000.00). MRR must be named as an additional insured on said policy. A certificate of insurance showing this requirement has been satisfied shall be presented to MRR prior to the date on which said company is to render service to Guest at the insured Property. Guest is responsible for its caterer or other service provider complying with this insurance requirement.
- MRR is not responsible for theft or damage to personal property or vehicle(s) (including rental cars) stored in, on, near, or around the Property. Guest should take precautions to protect against such losses by securing valuables, locking doors, never leaving valuables unattended, etc
- Guest understands and accepts that insects, rodents and lizards flourish in tropical environments and may be encountered in their stay. We will do our best to minimize these interactions. Quarterly spraying is mandatory and does occur. Best efforts will be made to communicate that service to guests, which can take place 24 hours after notice. No refund or rebate will be offered in connection with any such encounters. allow routine pest control that may correspond to a guest reservation
- Guest also understands and accepts that construction and maintenance can occur at any time without prior notice and could impact their stay.*** This includes, but is not limited to; renovations and maintenance of common elements such as pools and grounds, construction and maintenance at neighboring properties, remodeling of nearby units, and new development. Guest acknowledges and agrees neither MRR nor its agents shall be responsible for any construction noise or related inconvenience that may occur during occupancy. No refunds or rebates will be offered for such issues or similar occurrences.
- Guest further understands, acknowledges, and agrees that: MRR has not and does not in any way represent, imply, or promise any guarantees regarding the geological and environmental conditions affecting, related to, or adjacent to the Property. Guest agrees to assume the risks associated with the fact that that the Property may be located in or near a tsunami inundation area or a flood plain, affected by construction, located near potentially hazardous surf, currents, reef, or marine life, mold, soil erosion, water quality, air quality, emissions, fumes, odors and other environmental or hazardous conditions or materials that are completely outside of MRR’s control and may affect Guest’s use and enjoyment of the Property. This includes, but is not limited to, any and all disturbances or other conditions, nuisances, and hazards pertaining to or emanating from any nearby waste treatment plants, adjacent road and air traffic, golf courses, parks, agricultural operations, municipal facilities, neighbors, and their guests and/or other uses of the relevant project or any adjacent properties, projects, or operations. No refunds or rebates will be offered for such occurrences.

LIMITATION OF LIABILITY

Use by Guest and other occupant(s) and invitee(s) of Guest of courtesy shuttle and/or any recreational items i.e. beach chairs, bbq equipment, etc. is at their own risk. Guest, for itself and for the other occupant(s) and/or invitees of Guest, hereby waives, releases and holds harmless MRR, from and against any and all injuries, damages, losses, expenses, (including legal costs and reasonable attorneys' fees), claims or injuries, directly or indirectly arising from the use of these items or any other items found in, on, or around the Property. Guest acknowledges that MRR would not rent the Property unless these conditions were accepted by Guest. Guest, for itself and for the occupant(s) and/or invitees of Guest, hereby RELEASES, WAIVES AND HOLDS HARMLESS MRR, and its agents, representatives, employees, partners and owners, as well as the legal owner of the Property rented hereunder and the legal owners' agents, from and against any and all losses, costs, expenses (including legal costs and reasonable attorneys' fees), damages, claims or injuries, whether direct, indirect, consequential or otherwise, whatsoever or howsoever caused or incurred, whether arising in contract or otherwise in law or in equity, as a result of MRR's rendering of services hereunder (including the provision of optional services to Guest and Guest's invitees, like the courtesy shuttle) or as a result of the accommodations herein described or as substituted (including the condition thereof), and including, without limitation, any loss, costs, expense, damage, claim, injury, or death resulting from or related to any use of the same, also including any delay, substitution, rescheduling or change in the provision of accommodations or services hereunder, or by reason of theft or damage to personal property or vehicles in, on, around, or near the Property, or by reason of actions by or operations of tenants/occupants of neighboring properties, military action, revolution, act of God, or whether caused by agents, employees, subcontractors, servants or third parties in supplying any of the accommodations or services as described herein or as substituted. Guest acknowledges that MRR would not rent the Property or provide any services to Guest and Guest's invitees unless these waivers, limitations, and conditions were accepted by Guest on behalf of Guests and Guest's family and invitees.

MRR, IN ITS SOLE AND ABSOLUTE DISCRETION, RESERVES THE RIGHT TO REFUSE OR DISCONTINUE SERVICE TO ANY PERSON(S) AND/OR TO RESCIND THIS AGREEMENT AT ANY TIME IF GUEST FALSIFIES ANY PART OF THIS INFORMATION. IN THE EVENT OF CANCELLATION OF THIS AGREEMENT BY MRR, GUEST'S SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO A REFUND OF PRE-PAID CHARGES FOR THE UNUSED ACCOMMODATION TIME/SERVICES.

ARBITRATION

If any dispute or claim arises out of this Guest Reservation Agreement and the parties are unable to resolve the dispute, then such dispute shall be decided by neutral binding arbitration in Maui, Hawai'i before a single arbitrator chosen by the parties acting under the Commercial Arbitration Rules of the American Arbitration Association. Judgment for an award may be rendered by any court having jurisdiction and the arbitrator may award reasonable attorneys' fees and costs to the prevailing party.

ACKNOWLEDGMENT

I/we, the undersigned (individually or collectively as the case may be, "Guest") warrant that I/we have read, understand and agree to this Guest Reservation Agreement and the terms and conditions (including the disclosures) set forth herein. I/we further understand that MRR's offer to rent the Property is conditioned upon Guest's acceptance of this Agreement, including its terms and conditions. If any terms or other provisions of this Guest Reservation Agreement are determined by a court of competent jurisdiction to be invalid, illegal, or incapable of being enforced by any rule of Law or public policy, all other terms, provisions and conditions shall nevertheless remain in full force and effect. Guest further understands that execution and submission of this Guest Reservation Agreement, upon MRR's approval and receipt of the Reservation Deposit, constitute legally binding agreements, waivers, and releases between MRR and Guest.

Guest Signature

Date