

RENTAL AGREEMENT

*PLEASE READ BEFORE SIGNING

In consideration of the rents received and the individual promises contained herein, the Owner of the subject property, through their Agent, **North Shore Paradise LLC**, does hereby lease and rent to Tenant:

Tenant Name (Please Print) _____

Tenant Home Address _____

_____ **City** _____ **State** _____ **Zip** _____

Tenant Home Phone _____

Cell _____

Tenant Fax Number _____

Email _____

Social Security Number _____ (For credit check)

or Driver's License Number _____

Additional Tenant Names _____

Emergency Contact _____

Phone _____

Rental Unit Address: _____

Move-in date _____ (3:00 PM)

Move-out date _____ (11:00 AM)

Security Deposit \$ _____ **Make checks payable to: North Shore Paradise LLC**

Rent \$ _____ **Please return fax to: (808) 638-5566**

General Excise Tax (4.712%) \$ _____

TAX (7.25%) \$ _____

Cleaning Fee \$ _____

***Total Due \$** _____ ***Due 60 days prior to Move-in date**

Type of Payment _____ **Visa/MC/Check accepted**

Credit Card Number _____ **Exp. Date** _____

Name as it Appears on Card _____

Credit Card Address (If Different From Above) _____

_____ **City** _____ **State** _____ **Zip** _____

How Tenant Found Property:

FRIEND/FAMILY **VRBO** **GREAT RENTALS** **OTHER** _____

Tenant hereby leases that certain property described above under the following terms and conditions:

1. If a Tenant must cancel his reservation, the cancellation must be received **45** days prior to check in date. Oral communication, even in an emergency situation, will not be deemed received until receipt of written notification. Tenant will not be entitled to a reimbursement for any advance payment of rent or taxes if cancellation is less than **45** days prior to check in date. If cancellation is received less than **45** days prior to check in date Tenant will be entitled to reimbursement of deposit and cleaning fee only. Refund to Tenant, if applicable, will be made after the property is re-rented or the rental period expires, whichever shall occur first. Tenant will be charged a \$150.00 administrative fee for all cancellations received more than **45** days prior to check in date..

2. A security deposit to secure the faithful performance of Tenants promises and duties may be requested to be paid in addition to the rental payment. If a security deposit is required, Agent will inspect the property upon Tenants departure and will deduct from any security deposit for all costs, repairs and damages as authorized by HAWAII LAW, and will return the balance of any security deposit to Tenant within thirty (30) days of the termination date. The amount of the security deposit set forth above will include all Sales, Use and Hawaii General Excise Tax thereon. If Tenant uses third party processing center for payment (pays with credit card) to pay Security Deposit, said deposit will be refunded by credit card.

3. Tenant may not sublet property or assign this Agreement.

4. It is expressly agreed and understood that the Agent and/or Owner shall not be liable for circumstances beyond their control including malfunction or breakdown of appliances, air conditioning or other cottage equipment including TV sets, VCRs, DVD, or due to unfavorable weather, acts of nature, on-site and/or neighboring construction, disruption of utility services or any other situation occurring not under Agent's control and there will be no refund or rebates of all or any part of the rental fee in such circumstances. Upon the issuance of a mandatory evacuation or

where Agent, in good faith, believes the continued occupancy of the property to be dangerous, then Tenant agrees to vacate the premises.

5. Agent shall attempt to maintain and make necessary repairs to said premises and appliances contained therein as expeditiously as possible after being notified by Tenant of any needed repairs. Agent, any employee or subcontractor of Agent, shall have the right to enter said premises during reasonable hours to examine and make such repair (s) as may be deemed necessary for the safety or comfort of Tenant. There are absolutely no rebates issued to Tenant for any reason due to malfunctioning of any appliance or service as every good faith effort will be made to ensure that property is maintained.

6. In the event that Owner is unable to deliver the property to Tenant under this Agreement because of fire, eminent domain, act of nature, or any other cause, or if the property is unavailable because of delay in construction or because of lack of sewer or water, or if the property is not in a fit and habitable condition, Tenant hereby agrees that Owner's and Agent's sole liability as a result of any such conditions is to refund all rent and tax previously tendered by Tenant pursuant to the terms of this Agreement, which refund shall be promptly made by Agent. Tenant expressly acknowledges that should Owner or Agent be unable to provide occupancy to Tenant, in no event shall Owner or Agent be liable for any consequential or secondary damages, including, but not limiting thereto, any expenses incurred as a result of moving or for any damage, destruction or loss.

7. Tenant is hereby notified of certain obligations on the Tenant regarding the care and use of the property, and Tenant agrees to be bound by and responsible for the provisions contained therein. In addition, Tenant acknowledges that unless Agent is notified on the move in day of any damage or cleaning concerns, then thereafter, all such damages or concerns to the property during the occupancy will be Tenant's responsibility and must be reported to Agent and paid for prior to departure. Tenant covenants and promises to surrender the property in a good and the same condition as of commencement of the rental period, reasonable wear and tear excepted, and to reimburse Owner the amount, including reasonable attorney's fees, of all damages. Tenants are expected to care for property as if it were their own. Tenant must leave property in a clean condition (dishes washed, trash removed, etc.) upon departure. Tenant agrees to be financially responsible for any damages to this rental property and/or its contents caused by the Tenant's or Tenant's guest's negligence during the rental period. Tenant agrees not to entertain parties at the premises.

8. (a) The Tenant hereby agrees to release and indemnify the Owner and his Agent from and against all liability, should anyone be injured upon the premises during the term of this Agreement, resulting from any cause whatsoever, except in the case of personal injury caused by gross negligence of the Owner or his Agent or Agent's employees. Tenant understands that there are special risks that may be involved in using special features, i.e. spa, hot tub, Jacuzzi, whirlpool, pool, gas grills, etc., as well as using other areas of the property. Tenant understands that the ocean on North Shore of Oahu is the most dangerous ocean in the world. Tenant enters ocean at their own risk and must follow all lifeguard, ocean and high surf advisories. Tenant must never enter ocean without the direct supervision of the North Shore lifeguards (**LOOK FOR ORANGE LIFEGUARD TOWERS**). Tenant agrees to explain the risks of using the special features to any guest they may have at the property and to be fully and solely responsible for any accidents their guest may incur. Tenant understands above risks and agrees that they will assume all responsibility for themselves and their guests for the consequences of those risks.

Tenant also understands and agrees that they are responsible and liable and will pay Agent upon request for any damages that occur to the special feature and its supporting equipment through his or his guests misuse and/or negligence. (b) Agent is not responsible for items left behind by Tenant or their guests. Items left behind will be held for a maximum of two weeks. After such time, all unclaimed items will be delivered to a local charitable organization. Upon request by Tenant, any items left in the premises will be returned C.O.D. at Tenant's expense through a mailing service.

09 This rental property may or may not be owned by a Hawaii Licensed Real Estate Agent or Broker.

10. Tenant will report any malfunction of any smoke alarm. Tenant waives any requirement that Landlord place new batteries in a battery operated smoke detector at the beginning of the tenancy.

11. Should Tenant breach any of the terms of this Agreement or should Tenant be liable pursuant to any of the terms of this Agreement due to Tenant's or Tenant's guests' negligence or misuse, then Tenant shall be liable for all costs, damages and expenses incurred including reasonable attorney's fees.

12. No warranty is made, expressed or implied, as to the suitability (habitability) of the premises.

By signing this Agreement, I acknowledge that I have read this Agreement as well as "House Rules". I understand that I am responsible for compliance with the Rules and Regulations by all parties who are using the rental unit during my tenancy. By signing this Agreement, I certify that I am not a minor.

After reading and understanding this Agreement, please sign, retain one copy for your records and return the original to Ke Iki Beach Hale LLC.

******Tenant understands that there will be no parties allowed of any kind and that guests are limited to only tenants named on contract. NO OVERNIGHT guests allowed unless approved by the onsite manager. If Tenant or any member of his party violates any of the terms of this Agreement, then Agent may, at Agent's sole discretion, terminate this Agreement with no refund of any of the unused portion of the rents and may enter the premises and remove Tenant, the members of his party and their belongings immediately.**

Tenant _____ Date: _____