



SHORT TERM VACATION RENTAL AGREEMENT

This Short Term Vacation Rental Agreement (this “Agreement”) is made by and between Matthew Reck and Anna Reck (“Owners”) and _____ (“Guest”). Owners and Guest may be referred to individually as “Party” and collectively as “Parties.” For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Property. Hale Nene, the property, is described as a fully furnished condominium with two (2) bedrooms and two (2) bathrooms located within the gated community of Fairway Villas at 69-200 Pohakulana Place, #15, Waikoloa, HI 96738 (the “Property”). The Property is owned by Owners. Per Ordinance 2018-114 (Bill 108), Hawai‘i County requires all short-term rentals to have an on-island, reachable person (“Reachable Person”). The Reachable Person for the Property is Bonnie Birk. The Property is fully furnished by Owners and equipped for light housekeeping. The following amenities are included in the Property:

- air conditioning (lower threshold limit 70°F)
- ceiling fans
- microwave
- range
- dishwasher
- refrigerator
- ice maker
- dishes and utensils
- drinkware and barware
- cookware and bakeware
- coffee maker and Keurig
- coffee grinder
- toaster
- blender
- rice cooker
- cable
- WiFi
- smart TVs
- washer and dryer
- iron and ironing board
- linens
- towels
- hair dryers
- boogie boards
- snorkeling gear
- beach chairs
- Pack ‘n Play available
- Child’s highchair available
- covered lanai
- one exterior camera at front door (actively records audio and video 24 hours a day, 7 days a week)

Fairway Villas offers the following amenities within the common areas (the “Common Areas”):

- infinity pool

- lava rock whirlpool spa

- fitness center

- grill

A starter supply of household cleaning and hygiene products will be available in the Property for use. Guest is responsible for purchasing any additional supplies and all food and beverages.

2. Security Cameras and Surveillance: Ring doorbell at front door of the Property actively records audio and video. Fairway Villas has security cameras, which only record video, located in common areas to include the pool, hot tub, grilling area, and manager's office.

3. Ecobee Thermostat. The Property has Ecobee SmartSensors placed on windows and doors. When a window or door is open greater than four (4) minutes, the air conditioner will turn off. The property also has Ecobee SmartSenors placed in important rooms to help balance the Property's temperature by managing hot or cold spots. The Ecobee thermostat's lower limit threshold is 70°F.

4. Minimum Age Requirement. The Guest must be at least 25 years old. A government issued ID verifying name and age must be submitted to the Owners. Identification number may be redacted.

5. Rental Party. All persons in the rental party will be bound by the terms of this Agreement. Guest must inform Owners of the names of all persons in the rental party and the ages of any persons in the renal party under the age of 18 years.

6. Maximum Occupancy. The maximum number of persons allowed to stay overnight in the Property is limited to four (4). A charge of \$200.00 per person per night will be assessed for each person who stays in the Property in addition to the Rental Party. Guest will be charged without notice for additional persons staying in the Property and not disclosed to Owners. Please contact Owners for authorization if Guest would like to add a child under the age of two-years-old as a fifth person; if authorized, no additional charge would be applied.

7. Visitors. A visitor is an occupant of the Property who is not staying overnight. A visitor must be approved in advance by Owners. Total number of visitors permitted in the Property at any given time is two (2). Any visitor staying overnight is subject to additional charges. No visitor will be allowed to use the common areas, including the pool, whirlpool spa, or fitness center, when Guest is not on the Property. Visitors will be bound by the terms of this Agreement.

8. Rental Period & Check-In. The term of this lease will be from Arrival Date to Departure Date. The Property will be ready for Guest's occupancy beginning at 4:00 PM on the Arrival Date and the Property

must be vacated by 11:00 AM on the Departure Date, unless otherwise agreed by Owners. If early check-in or a late check-out is approved, Guest will receive email confirmation. Cleaners will be arriving as early as 11:00 AM. Checking out later than 11:00 am without prior approval will incur a \$50 per hour billed to your credit card or debit credit on file. If Guest or any member of the Rental Party remains on the Property beyond 1:00 PM, Guest will be responsible to pay additional night's fee. The Property requires a four (4) night minimum stay and enforces a maximum stay of twenty-nine (29) nights. Guest does not have tenant rights. The relationship between Owners and Guest is not landlord-tenant.

9. Keys & Access Codes. Owners will provide Guest with an access code, which will unlock the front door to the Property and two (2) keys, which will unlock the door to the pool and the door to the lanai closet. Guest is not allowed to make duplicate keys. A fee of \$75.00 will be charged to Guest for failure to return a key. Owners will provide Guest with access codes to the front gate, front door, and Wi-Fi. Owners have locked closets for their personal possessions and extras for the rental. These closets are private and are not to be opened by guests under any circumstances. Any attempt to access a locked area is just cause for immediate termination of this Agreement, forfeiture of all rent paid, and Guest will be liable for any missing items or damage.

10. Rental Rules & Restrictions. At all times, Guest agrees to abide by the Rules and Regulations of Fairway Villas and any other restrictions imposed by Owners (the "Rules"), attached to this Agreement as Exhibit A. Guest will cause all persons in the Rental Party and any visitors that Guest permits on the Property to abide by the Rules while on the Property. In addition, Guest agrees to abide by the following restrictions by Owners:

(A) Smoking. Smoking is not permitted inside the Property or within the entire gated community of Fairway Villas. Smoking includes, but is not limited to, cigarettes, cigars, pipes, vaping devices, e-cigarettes, and other drugs. If smoking occurs on the Property, Guest is responsible with a contravention penalty of \$250 per day that Guest is on the Property. Violation of this policy will result in a minimum additional cleaning fee of \$500.

(B) Pets. Pets are not permitted on or in the Property. Failure to adhere to this policy will result in a minimum additional cleaning fee of \$500.

(C) Noise. Fairway Villas has a strict noise ordinance that must be followed. No loud noises, music, or load vehicles are allowed between the hours of 9:00 PM to 8:00 AM.

(D) Parties and events. Parties are not permitted. The Property is in a residential area and may not be used for weddings, receptions, parties, or large gatherings.

(E) Illegal activities. No illegal activities or weapons of any kind are allowed on or in the Property. Illegal substances are not allowed on or in the Property, and minors should not be in possession of alcohol.

(F) Fireworks. Fireworks, of any kind, are not permitted in or around the Property or Fairway Villas.

(G) Trash. Trash must be placed in the proper trash receptacles. Please place all trash in dumpster, which is conveniently located outside building, before your departure. Cardboard boxes must be broken down.

(H) Grilling. Cooking over an open flame with charcoal or gas grills or hibachis is not permitted in the Property, forecourt lanai, or rear lanai. Open flame cooking is only allowed in the designated grilling area within Fairway Villas Common Area.

(I) Eating areas. Please do not eat or drink in bedrooms. Please contain eating and drinking to kitchen, dining room, or outdoor lanai.

(J) Furniture. Do not rearrange indoor or outdoor furniture.

(K) Shoes. Please remove your shoes while inside the Property. If you have a medical condition that requires use of shoes, please wear shoes only designated for indoors while in the Property.

(L) Damages and breakages. Any damages and/or breakages must be reported within 24 hours of check-in. Damages and/or breakages exceeding the security deposit amount must be paid by Guest.

(M) Security. Please close windows and lock doors when you are not occupying the Property. Owners is not responsible for theft. Please also Turn OFF air conditioner and lights when not occupying the Property.

(N) Drones. Absolutely no drones can be operated on the Property.

(O) Birds and animals. Do not feed birds or animals.

(P) Lanai. Do not hang any items from lanai railings.

(Q) Washer and Dryer. You are welcome to use the in-unit washer and dryer. Please use washer and dryer with care. Remove sand from clothing/towels prior to placing in washer. Clean dryer vent after every use. Please remember your laundered clothes prior to departure.

(R) Electronics and Smart Devices. No altering, tampering, or changing the password to electronics and smart devices to include WiFi router, modem, cable box, TVs, Ecobee thermostat, Ring doorbell, or Schlage Encode keyless entry. No covering Ring doorbell. Changing temperature on Ecobee within preset threshold limits is allowed.

If any person in the Rental Party fails to follow any of the Rules, the Rental Party may be asked to vacate the Property, and Guest will forfeit all rent paid.

11. Reservation Deposit and Payment. Guest agrees to pay Total including rent and fees as listed on payment details. A deposit in the amount of 50% of total amount (the "Reservation Deposit") is due and payable upon return of this signed Agreement in order to secure Guest's reservation. The Reservation Deposit will be applied toward the rental rate. Payment in full of the following fees, less the Reservation Deposit, will be due within thirty (30) days before the Arrival Date and will be charged automatically to same method of original payment, unless communicated otherwise. Reservations made within 30 days of arrival will require full payment of all charges payable upon return of this signed Agreement to secure Guest's reservation.

12. Security Deposit. Property is inspected before and after each reservation. Guest's reservation was charged \$27 for a damage waiver to cover up to \$1,500 in accidental damages. If damages are deemed non-accidental and/or not covered by the damage waiver, Guest agrees to pay, via credit card on file, for any flagrant damage to the Property. Damage protection policy cannot be cancelled. In addition, a security deposit hold of \$300 is required. This is a hold, not a charge, that is put on the Guest's credit card or debit card two (2) days prior to arrival date and released five (5) days after departure date. If there are any damages or missing items, these will be charged against the hold. Guest agrees to pay for any flagrant damage to the Property, excessive cleaning required at check-out, missing or damage to the Property's contents, or any other damage to anything within the Property that occurred during the rental period.

13. Cancellation. Guest may cancel within twenty-four (24) hours booking and receive a full refund. If Guest does not sign this Agreement within seventy-two (72) hours of booking, Guest's reservation will be cancelled. Guest will receive a full refund. After this Agreement is signed, Guest may cancel the reservation at least sixty (60) days before the Arrival Date to receive a full refund. Guest may cancel the reservation at least thirty (30) days before the Arrival Date to receive a refund of 50% of the Total Amount. If Guest cancels the reservation less than thirty (30) days before the Arrival Date, the Total Amount Due will be forfeited. No refunds will be made for late check-ins, early check-outs, or no-shows. No refunds will be made for unforeseen events such as illness, death, natural disaster, national emergencies, government proclamation, restriction upon travel or transportation, acts of God and Nature. Owners recommend Guest purchase of travel insurance.

14. Cleaning. A cleaning fee of \$250.00 will be charged to the Guest. Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported, in writing, to Owners immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report, in writing, to Reachable Person within 24 hours of check-in. Reporting repairs does not give Guest the right to cancel this Agreement or receive a refund of any payments made. The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair.

15. Furnishings. The following furnishings will be provided with the Property: one king sized bed, one dresser, one desk, one desk chair, two twin sized beds, five end tables, one coffee table, one TV console table, three smart TVs, one dining room table, four dining room chairs, three bar stools, one sofa, two living room chairs, one area rug, one entry bench, one patio table, four outdoor dining chairs, one outdoor chaise. Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any

items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. The Property will be inspected by Owners after Guest's departure. All contents of the Property are the property of Owners. If an item should break, Guest must notify Owners immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment. Guest is not permitted to rearrange furniture.

16. Parking. Parking is limited to one (1) space. Guest may only park in designated parking area and must display parking permit (supplied by Owners) on dashboard of vehicle. Any illegally parked cars may be subject to towing and/or fines.

17. Mechanical Failures. Owners attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Owners cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Owners immediately. Owners will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Owners or a person permitted by Owners access to the Property for purposes of repair and inspection. Owners is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

18. Entry. Owners, Reachable Person, or representative of Reachable Person have right to enter the Property at any time for (i) the purpose of making necessary or agreed repairs, decorations, alterations, improvements, for maintenance or to supply necessary or agreed services; (ii) to verify that Guest has complied with the terms of this Agreement; or (iii) in case of emergency. Owners, Reachable Person, or representative of Reachable Person have the right to enter the Property, upon reasonable notice of at least 24 hours, to show the Property to prospective or actual purchasers, lenders, appraisers, or contractors.

19. Pest Control. The Property is serviced quarterly for pest control. In a tropical environment, even with diligent pest control, homes tend to have a modicum of bugs, ants, and geckos. Contact with a pest inside or outside of the Property is not reason for termination of this agreement, nor is it a reason for a refund.

20. Acts of God. If a mandatory evacuation order is issued by the state or local authorities due to a storm or severe weather, Guest shall be entitled to a prorated refund for each night Guest is unable to occupy the Property. In no other event involving storm or severe weather will a refund be given, to include loss of power and/or internet or delayed and/or cancelled flight. Travel insurance is recommended. Owners will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

21. COVID-19. Guest must stay up to date with travel requirements regarding COVID-19. If Guest is mandated to quarantine, the Property may not serve as a designed quarantine location. No refunds will be made if Guest does not follow legal requirements regarding COVID-19.

22. Limitation on Liability. Guest acknowledges and agrees to Vacation Rental Liability Waiver attached to this Agreement as Exhibit A. Owners and/or Reachable Person are not responsible for any accidents, injuries, or illness that occur to Guest, any member of the Rental Party, or Guest's visitors while in the Property or on the Property. Owners and/or Reachable Person are not responsible for loss of personal belongings or valuables belonging to Guest, any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNERS BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL OWNERS BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF OWNERS SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

23. Indemnification. Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owners from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, including injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the rules and restrictions set forth in Paragraph 7.

24. Violation of Agreement. If Guest, any member of the Rental Party, or Visitors violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors, and rental rules and restrictions, Owners may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid.

25. Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of Hawaii (not including its conflicts of laws provisions). Any dispute arising from this Agreement shall be resolved through mediation.

26. Amendments. This Agreement may be amended or modified only by a written agreement signed by both Owners and Guest.

27. No Waiver. Neither Owners nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

28. Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

29. Notices. Any notice or communication under this Agreement must be in writing and sent via one of the following options:

- personally delivered
- sent by overnight courier service
- certified or registered mail (postage prepaid, return receipt requested)
- electronic email transmission

30. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon Owners, its successors and assigns, and upon Guest and its permitted successors and assigns.

31. Entire Agreement. This Agreement and Exhibit A represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

EXHIBIT A

Vacation Rental Liability Waiver

I, Guest, a visitor to and short-term vacation renter of the property commonly known as Hale Nene located at 69-200 Pohakulana Place #15, Waikoloa, HI (the "Property") acknowledge and agree:

1. The Property is located in the gated community of Fairway Villas, which is situated next to a golf course, within walking distance to the ocean, with an outdoor pool, hot tub, designated grilling area, and fitness center.
2. I am aware that my stay at the Property, use of Property, use of the Property's amenities, and use of facilities at Fairway Villas may result in serious bodily injury and/or death. Some of the risks include, but are not limited to, fractured bones, strains, sprains, bruises, head injury, loss of limb, paralysis, burns, heart attack, heat exhaustion, drowning, loss of life, adverse weather conditions, the acts or omissions of rental party or visitors on the Property during my stay, and the condition of the Property. I understand that the description of the risks in this Liability Waiver is not complete and that other risks or events that are known or unknown, anticipated or unanticipated, may result in serious bodily injury and or/death.
3. In consideration of being permitted to rent and stay at the Property, I agree on my own behalf, my family, entire rental party, and any visitors that I am fully responsible for any and all risks of injury or death. I hereby release and hold harmless Owners and Reachable Person.
4. I understand and acknowledge that being in or near the ocean present various risks and hazards, including strong currents, unexpected wave activity, floating debris, pollution, animal attack, and other potential hazards. I assume all such risks associated with being near or in the ocean, including the obligation to notify rental party and visitors of such risks.
5. I agree to fully and forever release and discharge, and not to sue Owners for any injuries or damages, including bodily injury or property damage that Vacation Rental Liability Waiver may result from or be related in any way to my rental and stay at the Property. I further agree to indemnify and defend Owners, through their own choice of counsel, against any and all claims arising out of or related in any way to my rental of the property, including claims by third parties.

6. I agree that any claims arising out of my rental and any claims of damage or injuries at the property will be determined by binding arbitration before a single arbitrator in Hawaii. I understand that I, as well as Owners, are waiving the right to a jury trial.

I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE, AND I AM LEGALLY COMPETENT TO ENTER THIS AGREEMENT, INCLUDING VACATION RENTAL LIABILITY WAIVER, AND INDEMNITY PROVISIONS CONTAINED HEREIN. I ACKNOWLEDGE THAT I HAVE READ THIS ENTIRE DOCUMENT AND THAT I UNDERSTAND ITS TERMS AND AGREE TO BE BOUND BY THEM. I UNDERSTAND THAT THIS DOCUMENT APPLIES TO AND SHALL BE EFFECTIVE AND BINDING UPON ME, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE, ESTATE, AND ALL MEMBERS OF MY FAMILY, MINORS, RENTAL PART, VISITORS, AND OTHERS IN MY CARE, CUSTODY OR CONTROL, AND AGREE TO ADVISE ALL SUCH INDIVIDUALS OF THIS DOCUMENT AND CAREFULLY SUPERVISE THEIR USE OF PROPERTY.