

## **TERMS & CONDITIONS:**

**Bookings Registering with Big Island Vacation Properties and deposit or full payment of the reservation confirms acceptance of the terms and conditions set out and shall be binding on the persons listed on the booking form intending to occupy the premises (or any subsequent amendments to this list).**

- 1. Accepted Payment:** We accept VISA, MasterCard and Discover credit and debit cards.
- 2. Booking Fee:** There is a \$39 booking fee on all reservations.
- 3. Deposit and Balance:** Down payment is 50% of total cost. We must receive the down payment to confirm a reservation . If your arrival date is less than 8 weeks from your reservation request, full payment is due at the time of booking. Remaining balance is due 8 weeks prior to arrival.
- 4. Vacation Rental Damage Protection:** This mandatory Vacation Rental Damage plan covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check-out. The policy will pay a maximum benefit of \$3,000.00. Any damages that exceed \$3,000.00 will be charged to the credit card on file. If you damage the real or personal property assigned to your rental accommodation during the trip, the Insurer will reimburse the lesser of the cost of repairs or Actual Cash Value of the property, up to \$3,000.00. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy (<http://www.csatravelprotection.com/certpolicy.do?product=G-20VRD>). **By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly Big Island Vacation Properties any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact Big Island Vacation Properties directly if you do not wish to participate in this plan or assignment. If there is damage not covered, the guest authorizes the Agent to charge credit card on file for that amount after a written description is provided and the charge(s) verified. If card on file has expired, guest must supply Agent with a new valid credit card.**
- 5. Taxes (Currently):** In addition to nightly rental rates, the Agent is required by Hawaii law to collect taxes on behalf of the Agent. These are a 4.7120% Hawaii State General Exercise Tax (GET) and 10.25% Hawaii State Transient Accommodations Tax (TAT). These taxes total 14.9620%, and are due on the total rental amount, excluding security deposit.
- 6. Cleaning Fees:** Cleaning fees are published for each unit on the Agent's web page. They generally range from \$200 - \$350 plus Hawaii GET tax (4.7120%). Please note: third party charges (exit cleaning, etc) are subject to change without notice, however they will be fixed & unchangeable after final/full payment is received. Guest is responsible for any additional cleaning charges incurred due to guest leaving the unit in a very bad condition.
- 7. Final payment:** We accept Visa, Master Card and Discover credit or debit cards only for the final payment. We will automatically process your card on file 8 weeks prior to your arrival for the final payment unless notified before this time of your intent to cancel. If making a reservation within 8 weeks of your arrival, the full balance is due at the time of booking.
- 8. Cancellation:** In the event of your party needing to cancel, the following conditions will apply:
  - 8 weeks or more prior to arrival 50% refund, less than 8 weeks no refund.
  - No Show on day of arrival result in 100% of the total charge.

For a refund, cancellation must be in writing. No cash refunds are given. After arrival there are no refunds for any reason.

Cancellation by the Home Owner or Big Island Vacation Properties in the unlikely event that personal circumstances necessitate cancellation of the booking, we will seek to relocate your booking to a comparable unit, if we have one available. "Comparable" means a two-bedroom to a two-bedroom, three-bedroom to three-bedroom.. However, if we are unable to find a suitable relocation, we will refund any monies paid (without interest, compensation or consequential loss of any kind).

**9. Check-In/Checkout:**

**a. Check-In Time is 4 p.m.**

**b. Checkout Time is 11 a.m.**

We are generally unable to accommodate earlier check-ins or check-outs because we often have parties departing and arriving on the same day. (Please check with the Agent for possible waiver).

**There is a Late Checkout charge of 50% of the nightly rent plus GET and TAT taxes (\$50 minimum). Guest not leaving at the agreed upon checkout times will be charged accordingly.**

**10. Pets and Smoking:** Pets are not permitted. **All properties are strictly NON-SMOKING/VAPING, which includes both inside and outside Lanai areas. There are NO exceptions! Violators will be charged a smoking fee and a substantial cleaning/deodorizing fee.**

**11. Waste, Nuisance, and Disturbance of Peace:** The guest shall not commit or permit the commission by others of any waste on the premises and the guest shall not use or permit the use of the premises for any unlawful purpose. The guest shall not disturb the peace of the neighbors or surrounding persons not utilize nor permit the use of the premises in such a manner as to constitute a disturbance of the peace or a nuisance. The guest shall abide by the house rules of the condo complex as well as owners. The Guest is responsible for any fines resulting from a violation.

**12. Service Call Charges:** Our resort rentals along the ocean have A/C and are equipped with A/C cutoff devices to conserve energy. This requires all doors and windows be closed tightly. If we receive a call for A/C service and we are told all doors and windows are closed, we will send a repairman to the property. If it is discovered that all windows and doors are not closed tightly, the guest will be charged for that service call. Not all rentals have A/C. If any service call related to abuse or misuse of appliances, garbage disposal (Garburator) etc., the service call will be charged to the guest.

**13. Housekeeping:** Prior to your arrival, your vacation villa will be cleaned and furnished with fresh linens, towels, and starter supplies. One set for the maximum occupancy of the property is provided. Daily housekeeping is NOT included, but is normally available upon request for an additional fee. All villas feature a washer/dryer for your convenience.

**14. Supplies:** Starter sets of soaps, toilet paper and paper towels are provided. You may want to bring or locally purchase additional supplies to last your entire stay.

**15. Keys/Discount Cards:** Please make sure that all keys are returned to the lock box prior to leaving. A lock out fee of \$50.00 plus GET tax will be charged to any authorized guest who needs to be let into a unit or house. There is a \$100.00 non-refundable charge for lost keys, Discount Cards(Dining, WVA Guest), Beach Access Cards and/or parking passes. For lost garage/gate remotes there is a non-

refundable charge of \$150.00 plus GET tax.

**16. Parking:** The maximum number of vehicles is two per villa. Some condo complexes have strict parking policies.

**17. Occupancy: Maximum Occupancy is displayed on Agent's web page and is strictly enforced.** An "authorized guest list" is required and part of the contract that will be provided at the time of booking. Over occupancy is not permitted and if violated per your contract, you will be required to leave the premises and to pay any fines levied by the HOA/AOAO.

**18. Surrender of Premises:** At the expiration of the term hereof, guest shall quit and surrender the premises described herein in as good a state and condition as they were at the commencement of this agreement, reasonable use and wear thereof accepted. Any excessive cleaning required, missing inventory or damages shall be billed to guest's charge card or deducted from the Security Deposit. **Big Island Vacation Properties is NOT responsible for electricity, water, cable or telephone outages due to natural causes.**

**19. Hold Harmless and Indemnify:** Guest agree to hold owner and owner's agent harmless for any damages to guest, guest's family, guest or other persons occupying or utilizing the premises during the term hereof which arise or occur as a result of guest's use or occupancy of the premises. Guest further agrees to indemnify agent for any damages claimed, alleged or caused to guest or third parties by use of occupancy of the premises by guest or third parties.

**20. Attorney's Fees:** Should this matter be referred by either party to an attorney concerning the enforcement of any term hereof, the prevailing party in such action shall be entitled to, in addition to such relief as may be granted, a reasonable sum as and for attorney's fees in such enforcement or litigation.

**21. Villa Choice:** If the specific villa that you have reserved is not available as your stay approaches due to circumstances beyond our control (such as the villa being sold or Foreclosure), we will place you in a comparable villa if we have one available. "Comparable" means a two-bedroom to a two-bedroom, three-bedroom to three-bedroom. This is a rare occurrence and is by far the exception and not the rule. However, if we are unable to find a suitable relocation, we will refund any monies paid (without interest, compensation or consequential loss of any kind) toward the difference of accommodation.

**22. Force Majeure:** Big Island Vacation Properties, the owners and their agents accept no responsibility or liability for any loss or damage or alterations to the terms of this booking caused by events beyond their control including, but not restricted to, hurricanes, war, civil commotion, flight delays or cancellations, technical difficulties with transportation, alteration or cancellation of schedules by carriers, adverse weather conditions, fire, flood, industrial dispute or any other event beyond their control. We recommend that all guests ensure they have appropriate holiday, medical, injury and cancellation insurance cover prior to travel.

**23. We strongly recommend you secure your vacation reservation with travel insurance.**

\*Hali'i Kai Condos charge a mandatory \$20 per day resort fee to use the amenities. Credit Card is only accepted.