

# Rental Contract

**Our property features expensive furnishings, electronics, rugs and other decorative accessories. It is our sincere privilege to provide these amenities for those who demand and expect quality surroundings. We kindly ask our Guests to treat our property in a respectful manner.**

## **YOU MUST BE 25 YRS OLD TO RESERVE A UNIT Rental Agreement**

**Check in and Check out time:** Check in time is 3:00 P.M. the day of arrival. Check out time is 10:00 A.M. the day of departure. Late check out, or additional days may be arranged, subject to availability plus payment of additional fees.

**ALL PERSONS STAYING AT THIS VACATION UNIT MUST BE LISTED ON THE ACCEPTANCE SHEET.** Any unregistered Guest will be considered unauthorized (if not listed on the acceptance sheet). A fine of \$100.00 per night per person will be charged and all persons are subject to eviction for violation of this rental contract.

**Deposits/Payments** – 50% of the total balance must be received along with a signed agreement within 7 days of making your reservation. **The final payment must be received 45 days prior to arrival.** In lieu of a security deposit we request a credit card on file in case of damages that are not covered by the Property Protection Plan.

There is an additional \$10 per day (maximum \$100) Resort Fee payable to Puamana at check in. Parking for one car is included in the Resort Fee. A second car is an additional \$10. There is a 2 car maximum.

**Cancellation Policy** - All payments are non-refundable after final payment unless the unit can be re-rented. If more than 45 days out, there will be a \$300 cancellation fee assessed plus any insurance charges. Guests are encouraged to purchase [travel insurance](#). **No refunds are made for un-used nights regardless of cause.**

**Drugs and Hazardous Materials** - No illegal substances are permitted on the properties.

**Maid Service** - The Units will be clean upon your arrival. Additional maid service at the guest's expense is available upon request.

**Method of Payments** – **Check, Money Order, Visa and Mastercard**

**Quiet Time** - Guests are advised that noise travels easily, and that it is important to be respectful of others at all times. There is a noise curfew at 10:00 PM in all residential areas and all Guests are expected to comply with this rule.

**Pets** – Pets are not permitted.

**Property** - Guests are advised that personal items lost or stolen are not the responsibility

of the Owner. Owner assumes no responsibility for insuring that the residence is locked and secured during the period of occupation by Guests. In addition, Owner shall be held harmless from all claims or causes of actions arising from the rental and occupation of the residence by Guest.

**Rates** - Rates are subject to change without notice.

**Smoking** - Smoking is not permitted inside the unit.

**Tax** - Unit is subject to all applicable state taxes.

**Property Damage Protection** – A Property Damage Protection Insurance is available for \$49 which covers accidental damage up to \$3000. We ask for a refundable damage deposit fee of \$3000 paid in advance by check if the PDP Insurance is not purchased. You will be notified within 30 days of your departure in the event of any damage and subsequent charges.

This Security Deposit Protection 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 \$3000. Any damages that exceed \$3000 will be charged to the credit card on file. If, during your stay at one of our Rental Properties, an Insured Person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or replacement of such property up to a maximum benefit of \$3000. Certain terms and conditions apply. Full details of the Security Deposit Protection coverage are contained in the Certificate of Insurance or Insurance Policy. The Security Deposit Protection can be purchased up to, and including at, check-in. **By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly A Perfect Vacation Rental any amount payable under the terms and conditions of the Security Deposit Protection. Please contact A Perfect Vacation Rental directly if you do not wish to participate in this plan or assignment.**

**Trip Insurance** - We recommend that you purchase [travelers insurance](http://www.vacationrentalinsurance.com/330CSA). ([www.vacationrentalinsurance.com/330CSA](http://www.vacationrentalinsurance.com/330CSA)) This is an optional fee which is automatically added to your reservation and will be removed if you decline the insurance.

**Unit Capacity** - Each unit is designed to accommodate a certain number of guests. The number of guests permitted in the unit should match the number on your confirmation. Please notify us ahead of time if the number of people in your party has changed.

**Supplies** - A start up amenities package provided for our Guests includes; automatic dishwasher and hand soap, a limited supply of toilet paper and paper towels. Any supplies beyond the initial start up amenities package provided by Owner are to be supplied by the Guest.

**Maintenance** - Every effort is made to keep the equipment and appliances in good working order, however, the operation of all appliances cannot be guaranteed. A 24-hour emergency cell number is available to report major appliance, plumbing or air

conditioning problems. Authorized employees or repairmen may enter the premises during business hours for purposes connected with repair, care or maintenance of rental unit. We will do our best to have any repairs completed quickly; however, **NO DISCOUNTS OR REFUNDS WILL BE GIVEN FOR EQUIPMENT OR APPLIANCE FAILURE.**

**Insurance** - Guest's personal property and vehicles are not insured by Owner. Owner is not responsible for any loss or theft either inside or outside the units.

**Damage** - The Guest will at the Guest's expense and at all times maintain the premises, furnishings and appliances in clean and good condition and will surrender the same upon termination of this Agreement in as good a condition as when received. The Guest understands that the Guest will be responsible for repair of all damages not covered by the Property Damage Protection Insurance.

**Entry and Inspection** - Owner reserves the right to enter the premises pursuant to state law; (1) in case of emergency, without prior notice. (2) to make necessary repairs, alterations, improvements, supply necessary or agreed services, exhibit the premises to prospective or actual purchasers, mortgagees, Guests, workmen, insurance agents, or contractors.

**Use** - The premises are to be used exclusively for residential purposes. No retail or other commercial use of premises is permitted. The premises are not to be used for meetings, receptions or for parties in excess of 10 people over the number of registered Guests. Overnight accommodations are restricted to the number of Guests agreed upon in advance and stated in this agreement. Any unregistered Guests shall be charged an additional \$50.00 per night, per person for non-disclosure of the fact. No Parties or Under Age Drinking will be allowed.

**Termination of Tenancy** - Upon termination, the Guest will: (1) completely vacate the premises and any parking or storage areas used by the Guest; (2) leave keys in unit (3) leave remote controls in the unit, (4) leave all furnishings in the same condition as received. Owner reserves the right to immediately terminate the tenancy if the Guest violates any part of this agreement and risks the automatic loss of security deposit.

**Entire Agreement** - The parties acknowledge that this Agreement expresses their entire understanding and agreement, and that there have been no warranties, representations, covenants or understandings made by either party to the other except such as are expressly set forth in this Agreement.

**Disclosure** - Although we hire professional pest control services your experience in the tropics may include pests, such as insects, rodents and friendly geckos, which unfortunately cannot be completely controlled. You may also experience dangerous ocean conditions, security issues and strong sun. There are no lifeguards at the pools or beaches. We ask that you be aware of your surroundings and take appropriate precautions. **\*\*Owner is not responsible for lost or stolen items\*\***

**Compliance with Law** - Both parties agree to comply with all applicable federal, state, and local laws and regulations in performing their duties.

**Severability** - In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder will remain valid and enforceable according to its terms.

**Notices:** All notices, demands or consents required or permitted under this Agreement will be in writing and will be delivered in person or by facsimile, mailed or emailed prior to stay. The service of any notice on one Guest will be deemed a service of all occupants with the premises.

## ACCEPTANCE

**By signing the Reservation Confirmation provided along with this Rental Contract, I confirm that I have carefully reviewed this contract and agree to and accept its terms and conditions. I accept the above assignment and subject myself to all the promises and covenants therein contained. I fully understand that this assignment binds me to comply with all the terms and provisions of this lease agreement.**