

Condo Rules, Indemnity Agreement and Disclosure

CONDO RULES:

1. CHECK-IN AND CHECK OUT: Check-in time is 3:00pm and check-out time is 11:00am on your departure date. No early check-in or late check-out (unless arranged during booking)
2. CHECK-OUT PROCEDURES: Upon check-out please:
 - ...Check-out by 11am.
 - ...Load and run the dishwasher
 - Put all perishables and food items in the refrigerator.
 - Turn off all lights, fans, and air conditioners.
 - ...Place all trash in the dumpster.
 - ...Lock all the doors including sliding doors
 - ...Close all blinds including sliders in bedroom.
 - ...Sign the Guest Book and have a safe journey home!
3. DAMAGES: Please notify us immediately of any damages to the property.
4. NOISE: Please keep in mind that you are in a condo, and we ask that you and your children respect your neighbor's privacy, peace and quiet.
5. QUIET HOURS: Quiet hours are from 10:00pm until 8:00am.
6. ENERGY CONSERVATION: Please be energy considerate; turn off lights, fans, air conditioning, TVs, stereos, etc. when leaving the unit.
7. MAID SERVICE: Your rental includes cleaning prior to your arrival. The check out/cleaning fee is \$160.00. If you would like additional maid service we can arrange if for you at the same cost. However, we do ask that you keep up on your laundry and not leave every linen and towel dirty upon check-out. There will be an additional charge for excessive cleaning.
8. NO SMOKING: These are strictly "non-smoking" rentals. There is now a State LAW for NO smoking. There is NO smoking in the condos or on the lanai's or even in front of the lanai's. If there is any smoking you will be subject to a fine depending on the severity of damage. There is a designated smoking area at the Mahana parking/bbq area.
9. RUBBISH DISPOSAL: Please use trash bags provided and place all trash in the dumpsters.
10. SUPPLIES: We supply paper goods and soaps as a starter pack. However, unlike a hotel, we do not replenish these supplies during your stay.
11. TELEPHONE CALLS: There is no charge for local (Maui) phone calls. Please charge all off island calls to your credit card, calling card or use your cell phone. You will be billed for charges incurred during your stay.
12. VALUABLES AND PERSONAL PROPERTY: Take precautions for protection of your valuables. We are not responsible for any losses.
13. CONDITIONS OF RENTAL: In addition to acceptance of the foregoing each guest shall also, as a condition to the rental or property by Maui Sun may be liable for all acts of the family, invites, employees, or other persons invited onto the property and:
 - ...May not sublet or assign this rental agreement in whole or in part.
 - ...Shall abide by the above HOUSE RULES.
 - ...Shall not bring or feed any pets onto the property.
 - ...And agree that guest and other invites shall exercise due caution when entering pool, Jacuzzi, and ocean AT THEIR OWN RISK. No glass containers in or around pool.

14. NO PARTIES OR WEDDINGS ALLOWED

15. TRAVEL INSURANCE: We highly recommend you purchase travel insurance as we do not refund. You can acquire coverage at such places; www.insuremytrip.com or www.travelguard.com or VRBO also has a rental insurance program.

16. All deposits are non-refundable. All payments are non-refundable once final payment is made. If cancellations are made within 90 days of your arrival, you will receive a full refund for each day we can successfully re-rent at same price.

INDEMNITY AGREEMENT

This Indemnity Agreement is given by (print name) _____, herein referred to as "guest", for the benefit of the Homeowner of the lease residence described herein according to this rental/lease agreement and Maui-Sun. This Indemnity Agreement shall be effective as of the date first signed and shall be valid for the term of this lease agreement. Now, therefore, in consideration of the representations made and agreed to in the forgoing documentation with regard to this lease agreement and other good and valuable considerations, Guest covenants and agrees with and for the benefit of the Homeowner and Maui-Sun as follows:

Guest agrees to release Homeowner and Maui Sun from, and to indemnify and hold harmless the Homeowner and Maui-Sun against any and all claims, demands, fees, causes of action, liability, loss, damages claims, injury or death, costs and expenses, including attorney fees. By whomsoever made, arising out of or connected in any way with, directly or indirectly, Guests, invitees, employees, agents assigns or independent contractors entering the leased premises for use of the property.

Maui-Sun shall be deemed to include members, owners, officers, directors, employees, agents, representatives, successors and assigns, and the term "guest" shall be deemed to include the guests/tenant, its guests/invitees, employees, agents, successors and assigns, and independent contractors.

Maui-Sun in its sole and unfettered discretion reserves the right to refuse or discontinue service to any person(s) and or rescind any contract for accommodations.

DISCLOSURE STATEMENT:

As Maui-Sun acts, as a rental agent for individual condominium and homeowners, rented accommodations cannot be completely controlled. Problems rarely occur but should such a situation arise whereby, the accommodations specified on your confirmation become unavailable, Maui-Sun reserves the right to substitute alternate accommodations up to and including the day of arrival. All reservations/leases are subject to cancellations or charge for reasons including but not limited to, strikes, acts of God, and failure of guests to vacate as scheduled, owner occupancy and or sale of home or condominium units. Deposits shall be held in client trust accounts either interest bearing or non-interest bearing, any interest earned shall become property of Maui-Sun. Reservations policies are subject to change.

(Signature) X _____ Todays Date _____

Name of all guests: _____

For Unit # _____ for Rental Dates: _____ to _____

Email address _____

Cell phone numbers _____

Maui-Sun Vacation Rentals
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Make checks payable to JL Company