



## **Vacation Rental Policies and information**

**Check In/Out Time:** Check in is at 4:00 pm. Check out is 10:00 am. Should you need to arrive earlier or check out later, please contact the rental agent. Windermere C and H Properties may not be able to promise or guarantee a request of change for check out time. We recommend a guest book an additional night.

**Reservation Deposit:** Upon booking your stay we will collect 50% of the reservation plus travelers insurance if selected. Final reservation payment will be due within 60 days of arrival date. Reservations made within 60 days of arrival will be paid in full at the time of booking your stay. All reservations are firm after 24 hours from time of booking. Any changes may require an additional fee of \$250.00.

**Cancellations:** A booking may be cancelled up to 60 days prior to arrival date with written notification to the rental agent. Cancellation fee is \$350.00. Reservation cancelled within 60 days prior to arrival is a forfeit of all collected funds including but not limited to taxes and fees. If the property is rented at the same price and time frame guest will be subject to the cancellation fee only. All guests are offered travelers insurance at the time of booking the stay for those unexpected situations.

Windermere C and H Properties is not a licensed insurance agency and are unable to discuss policy specifics.

**Vacation Rental Insurance:** CSA Vacation Rental Insurance has been made available with your reservation. Vacation Rental Insurance reimburses for pre-paid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. We strongly recommend you purchase this valuable protection. If not purchased, you acknowledge you have read and understand our cancellation policy and choose not to purchase Vacation Rental Insurance on behalf of all occupants.

**Damage Protection:** Windermere C and H Properties can offer guests the option to elect CSA Damage Protection. Estimated coverage costs amounts of coverage are either \$3000.00 (condos) or \$5000.00 (private homes). Damage protection covers accidental damage only (see plan information or contact CSA directly to review policy details). Should an incident occur and be deemed not accidental solely by the managing agent, or if damage is not covered by the damage protection plan, all guest(s) hereby give permission to charge any additional charges/fees to the credit card on file. Guests who opt out of the damage protection election will be required to pay either a \$3000.00 or \$5000.00 refundable security deposit (determined by the property they elect). See below.

**Vacation Rental Damage Protection:** As a part of your stay, you may purchase a Vacation Rental Damage Protection plan designed to cover unintentional damages to the rental unit interior that occur during your stay provided they are disclosed to management prior to check-out. If purchased, the policy will pay a maximum benefit of either \$3000 or \$5000 depending on elected coverage. Any damages that exceed \$3000 or \$5000 or are not covered under the plan 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 either \$3000 or \$5000. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy [www.vacationrentalinsurance.com/g20vrd](http://www.vacationrentalinsurance.com/g20vrd) . The Vacation Rental Damage plan 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 Windermere C and H Properties any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact Vacation Rental Insurance directly if you do not wish to participate in this assignment. If you do not wish to purchase the Vacation Rental Damage Protection, either a \$3000.00 or \$5000.00 damage deposit will be required upon check-in.

**Reservation Confirmations:** Property types do vary. Please refer to the property description list for the guest amenities to ensure the property has what you may need during your stay. There is no compensation for any amenities that are not included that are overlooked by the guest.

**Cleaning Fees:** There is a non-refundable cleaning fee for all bookings. Should a guest stay for an extended period time we may apply an additional cleaning fee to the reservation.

**Payments:** Guests may pay by check, E-check, cashier's check, money order, Visa/MasterCard debit card, credit card, or American Express. There is a \$50.00 fee for each dishonored check up to the maximum amount per Hawaii State Law. Guests paying by check, E-check, cashier's check, or money order; reservations will be tentative until payment has cleared our financial institution. You will also be asked to provide a copy of the credit card and ID prior to check in.

**Directions:** All directions to the property and entry access information will be sent out 5-7 Days Prior to your arrival. Directions will be issued from the KOA airport in Kailua-Kona to the property. If a property

requires you to check in with an additional contact (i.e. a guard shack or security) it will be reflected in the correspondence.

**Keys and Remote Controls:** Keys to the property are the sole property of Windermere C and H Properties. Lost key fee is \$150.00 each. Lost gate remotes or fobs (community specific) are \$150.00 each. Lost garage remotes are \$150.00 each.

**Mail:** Should you need to send a package, please send it to our office with your name, reservation and C/O Windermere C and H Properties. If you will be forwarding mail, please contact the local post office to discuss mail options. Windermere C and H Properties are unable to accept forwarded regular mail for guests stays.

**Maximum Occupancy:** All rentals have maximum guest occupancy. All guests (ages 2+) must be listed and registered below. Additional occupants who are not listed are in violation of the rental policies and could forfeit the entire reservation on all guests' behalf.

**Use:** Properties are to be used for registered guest's residential use only. Commercial use including but not limited to weddings, meetings, parties, luaus, gatherings are not allowed at any time on the property. Quiet times for all properties represented by Windermere C and H Properties are between 9:00 pm and 8:00 am. Should the police be called to the property for any reason including but not limited to noise violations, disorderly conduct it will result in immediate eviction from the property. All guests will forfeit all funds of their entire reservation in addition to \$300.00 per registered guest charged to the credit card on file.

**Gated Communities:** Some properties will require check in with the Guard on Duty. Please be advised that we cannot guarantee that they will be at their station at any given time. Most communities have a sign with the guard's number that you can call should they not be there at the

time of your arrival. Our office will send over a list to them with the names and ages of all guests staying in a property under their restriction.

**Wear and Tear:** All guests are to exercise caution with any and all items provided on the premises. Guests are not to utilize furnishings with wet/soiled clothing/sun tan lotions, etc. that will stain or damage cloth, leather and/or any other material. Items provided are only to be used as intended. Please do not alter or remove any items from the property. Guests also acknowledge that some items may be more expensive than others and in the event that an item is damaged (exceeding the cost of the damage protection and/or security deposit) the guest will be liable for additional cost to replace it and that the managing agent will be allowed to charge the credit card on file.

**Cleanliness:** All properties are professionally cleaned prior to arrival. Guest who may have cleaning concerns upon arrival should notify the rental agent immediately. Guests are to maintain the property in a clean and tidy condition in the duration of their stay. It is the guests' responsibility to make sure that all food items are put away. Crumbs wiped up, and trash to be removed and put in provided bins. Trash bins taken out curbside on provided pick up days to avoid potential pest issues.

**Repairs:** Please let us know if at any time during your stay a repair is needed so it can be addressed immediately. Should the repair be caused by accidental damage, we will make every effort to cover the cost under the terms of the damage protection if elected. Accidental damage not covered by CSA will be deducted from the security deposit.

**Smoking:** All properties represented by Windermere C and H Properties are **NON-smoking**. Should any guest choose to smoke in the rental or if there is evidence of smoking including but not limited to odor, burn marks, cigarette butts the guest will be charged an additional \$1000.00 cleaning fee plus any additional costs including but not limited to washing the walls, cleaning upholstery/drapery, and carpet cleaning. If

smoking is reportedly seen by neighbors, security or managing agent, guest will immediately be evicted from the premises forfeiting all funds and incurring the additional costs reflected above. Please ask the managing agent or on-site manager where designated smoking area may be found. Designated smoking areas may not be available at all communities or complexes.

**Pets:** Pets are not allowed on premises unless stated in the property description. Service animals as recognized by the ADA are allowed. Please note that any additional cleaning necessary from service animals or pets (when allowed) are at the expense of the guest and will be charged to the credit card on file.

**Utilities:** Utilities are provided to the guest at no additional charge unless otherwise stated on the advertised property description or listed amenities. Air conditioning may be an additional fee.

**Supplies:** Limited amounts of start- up supplies will be provided including but not limited to dish soap, laundry detergent, toilet paper, paper towels, and sponges. Guests are requested to replenish supplies as needed. Towels and linens are provided and limited to the number of guest.

**Not Included:** Guest acknowledges including but not limited to daily maid service, personal care items, additional household items, car rentals, baggage handling/bell hop services, and long distance charges, are not provided.

**Property Limitations:** Please note that some areas of the home may have no guest access (i.e. owner's closets and/or garages). Most properties will have at least one parking spot and private homes will have at least two. No more than two cars at any property are allowed.

**Regularly Scheduled Maintenance:** To keep the property in the best condition for the guests' enjoyment, some properties will have regularly

scheduled maintenance on their rental property during their stay including but not limited to pool cleaning, landscaping, and exterior pest control. At no given time is the guest allowed to turn these services away or deny the vendors access to the property. Should a guest deny access, the guest will be charged the cost of the forfeited service in addition to the cost of the new visit.

**Insurance:** Windermere C and H Properties do not insure guests' stays and is not responsible for any lost or stolen items on or off the premises or in situations regarding automobiles. It is strongly suggested that guests purchase travelers insurance for such events.

**Pests:** Hawaii is located in the tropics and is known for having pests. Guests who are arriving should be aware that though Windermere C and H Properties and pest control vendors make every effort to limit the number of pest's active at any property, you may still see them during your stay. Pests known for areas represented by Windermere C and H Properties including but not limited to ants, roaches, mongoose, lizards, geckos, beetles, mice, goats, coqui frogs, chickens, and turkeys. To help limit potential pests, please make sure to clean up any messes, put away all food items and wipe up and crumbs, close all doors and windows, make sure that garbage bags are sealed tightly and that lids on all garbage cans are secure.

**Site Conditions and Noise:** Windermere C and H Properties nor the property owners are responsible for events beyond their control. Such circumstances are listed but are not limited to volcanic hazards, earthquakes, tsunamis, hurricanes or storms, pests, government agencies, fire, playground noise, school ground noise, construction noise, and roadway noise. Windermere C and H Properties is also not responsible for, including but not limited to, scheduled water shut off, emergency maintenance, or electric outages. Please be advised that Windermere C and H Properties has no control over, including but not limited to, project/residential management, HOA management as they are another entity. Condo projects and/or communities may have issues that arise

Windermere C and H Properties shall not be liable for such disturbances including but not limited to swimming pools, hot tubs, water access, and exercise equipment, scheduled or unscheduled construction. Should something be scheduled that our office is aware of during your stay, we will make every effort to notify you in advance. No compensation will be provided for services out of our control.

**Unforeseen Circumstances:** In the event there is an unforeseen circumstance including but not limited to flood, fire, or damage from an unforeseen event at the property prior to occupancy which will compromise a guests stay, Windermere C and H Properties will make every effort to place guest in another Windermere C and H Properties represented property. Should nothing be available, Windermere C and H Properties will refund the guest in full. Should an occurrence happen during the duration of the guests stay, and in the event that another Windermere C and H Properties rental is not available, the guest will be refunded any remaining portion of their stay.

**Failure of Service, Amenity or Appliance:** In the event, including but not limited to, internet, electricity, water, sewer, cable, pool pumps, appliances, fail during a guests stay, Windermere C and H Properties will make every effort to correct, repair or replace such issues as soon as possible. Please note that Hawaii is an island and if parts need to be ordered and are unavailable, it may take a few days to correct an issue. As these issues are unforeseen and out of Windermere C and H Properties control, no refunds or additional compensation will be given.

**Right of Entry:** In the event of emergency, Windermere C and H Properties may enter the property at any time without warning or consent. Such emergencies including but not limited to may be water, fire or electrical related. For non-emergencies, per Hawaii State Law, access to enter property requires a 48 hour notice to the guest.

**Guest Conduct:** Guest shall not violate including but not limited to, city, state, county, federal, or association laws. Guest will not bring,

including but not limited to, hazardous material, fireworks, or firearms onto the property at any time.

**Forgotten and Abandoned Property:** Should the guest forget something in the unit which is found by either the cleaning company or Windermere C and H Properties it will be held for 30 days. During that time, if the guest would like it back it will be sent out C.O.D. Items left for more than 30 days will be disposed of as stated per Hawaii state law.

**Acceptance:** All guests agree to all terms and conditions named above. Violations to any of the above will terminate this rental agreement and guest will be liable for including but not limited to sheriff costs, court costs, or attorney fees to enforce termination of contract or eviction from property.

The renter MUST sign and date this document. All guests must be listed below.

## **Guest booking information**

**Name Booking is under:**

Arrival Date: \_\_\_\_\_ Departure

Date: \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature: Date: \_\_\_\_\_

Printed Name \_\_\_\_\_