



www.KaanapaliBeachRentals.com

Terms & Conditions

Name of Party: _____ # of Guests: _____ Adults/ _____ Children

Property Reserved: _____ E-Mail Address: _____

Arrival Date & Time: _____ Departure Date & Time: _____

Guests' Mailing Address: _____

Two contact phone numbers while traveling: _____

All Names of Guests, with age if a Minor: _____

THE FOLLOWING TERMS & CONDITIONS ARE HEREBY ATTACHED TO YOUR RESERVATION AGREEMENT AND MUST BE COMPLETED AND RETURNED TO KAAANAPALI BEACH PROPERTIES, INC ("KBPI"). THIS IS A LEGAL DOCUMENT GOVERNED BY THE LAWS OF THE STATE OF HAWAII AND SHOULD BE READ CAREFULLY.

LEASE RATES

Due to each of the properties being individually owned, rates and minimum stay requirements may vary. KBPI reserves the right to change any rates quoted prior to issuing a Reservation Confirmation. Rates are quoted based on minimum stay requirements. Additional Guests is strictly prohibited without prior approval, and may incur an additional charge.

TAX

The State of Hawaii mandates a total tax of 12.416%, or 13.416% effective as of July 1, 2010, to be paid on all transient accommodations. Taxes are identified in your Reservation Confirmation.

AMMENITIES

KBPI and the property Owner provide fully furnished accommodations. Additional amenities will vary from property to property. Telephones, televisions, kitchen utensils, dishes, and linens are automatically supplied for you within your rental.

DEPOSIT

KBPI requires a 50% deposit prior to issuing any confirmation. An additional credit card guarantee is mandatory. This is required to offset any charges you may incur during your stay. (I.e. long distance charges, damaged or missing items, etc.).

RESERVATIONS

Reservations are confirmed only upon receipt of a 50% deposit, along with pertinent information on all guests. Receipt of the remaining balance in full is due 30 days prior to arrival, or 60 days prior for Holiday Season arrivals. Reservations made inside of 30 days (60 days in Holiday Season) are payable in full at the time of booking.

Check-in time is 3:00pm and Check-out time is 11:00am. Early Check-in or Late Check-outs need prior approval and may incur a fee.

REVISIONS

Any revisions this Reservation Agreement, made after confirmation is issued, must be in writing and is subject to KBPI approval.

CANCELLATION

ALL CANCELLATIONS MUST BE MADE IN WRITING. Cancellation outside a 30-day period prior to arrival is subject to a 10% Cancellation Fee. Holiday Season bookings require a cancellation outside of a 60-day period prior to arrival. Any cancellations made within the 30/60 day period may result in forfeiture of deposit. KBPI will make every attempt to re-book the property. Should KBPI succeed in re-booking any portion of the reserved dates, we'll be glad to refund any pro-rata share, less the 10% Cancellation Fee.

CONDITIONS OF RENTAL

- **All of our properties are NON-SMOKING and smoking is strictly prohibited in and around the property. Any degree of disregard to this condition is subject to a minimum \$500.00 charge for Damages.**
- The property shall be in the same condition upon check-out as at check-in, other than normal usage that would be expected for a typical check-out cleaning. Damage or the need for additional cleaning may result in additional fees being incurred.
- Guest agrees to abide by all House Rules of the Property & the Owner; including, but not limited to, agreeing to cook only in areas designated for cooking and adhering to a no pets allowed policy.
- Guest shall be liable for all acts of their family, friends, employees, and any other invitees otherwise, on the property during the rental period.
- Guest may not sublet or assign this agreement, nor shall Guest permit any use of the property without the prior approval of KBPI and/or the Property Owner; including, but not limited to, use of the pool, spa or Jacuzzi (where applicable) by other non-registered guests and more especially unsupervised children.
- Guests understand that there are certain risks inherent to persons and property located adjacent to the ocean, as well as at the pool, spa or Jacuzzi. Guests and other permitted persons shall, under all circumstances, use the pool, spa or Jacuzzi (where applicable) at their own risk.
- Guest acknowledges the need to use a calling card or cellular phone for all long distance telephone calls.
- Guest shall be responsible to return all keys and inventory upon departure. Lost key charge is \$30.00.
- There will be no functions held at the property without prior written approval of KBPI. Functions are identified as; weddings ceremonies, receptions or gatherings of 8 persons or more.
- Guest must immediately notify KBPI of any/all loss or damage to the property.
- Guests acknowledge that the Owner would not rent the property without the Guests' acceptance of these conditions.

LIABILITY

Guest accepts full responsibility associated with the occupancy of this property and agrees to hold KBPI and the property Owner harmless for any and all accidents, injuries, or death. Under no circumstances shall KBPI be responsible for any loss, damage, claim or injury, whether incurred directly, indirectly, consequently or otherwise, in law or equity, as a result of rendering of services or accommodations as described or substituted; and, including without restricting the generality of the foregoing as a result of any delay(s), substitution(s), rescheduling(s), or change(s), in the provision of services or accommodations provided through KBPI. If services or accommodations are substituted for any reason, including the sale of a property, KBPI agrees to act in good faith at all times, and reserves the right to substitute accommodations with a type comparable to those contracted at the time of confirmation. KBPI also reserves the right to rescind any agreement for accommodations. KBPI will not be held liable under any circumstances, including such substitutions, to refund any unused portion of booked accommodations or services.

ACKNOWLEDGEMENT: I/we, the undersigned, hereby warrant that I/we have read, understand, and agree to the above Terms & Conditions, and I/we agree to abide by Owner's restrictions of use of said property.

_____ <<< **Sign & Date Here**
 Signature Date

CREDIT CARD GUARANTEE

Kaanapali Beach Properties, Inc. ("KBPI") requires guests to pledge a "credit card guarantee" to protect KBPI and it's individual property owners from any expenses, damages, or loss of items from the property during the guests stay. Upon execution of this "credit card guarantee" and it's approval by the issuer, KBPI and cardholder agree that in the event that any of the following charges are incurred: long distance phone calls, unpaid expenses and/or services rendered to guest, damaged or missing property, or additional rental due to overstaying, the charges shall be charged to the guests credit card. Guest hereby specifically authorizes Kaanapali Beach Properties, Inc. to make such credit card charges, and Guest hereby warrants that the signature below is valid, and is the same as on the back of the credit card listed below. Guest also agrees to provide the card "on demand" upon check-in, to KBPI and/or its associates, if needed.

Please circle: M/C Visa Diner's Club Discover (we do not accept AMEX)
 Card Number: _____ Print Name as it Appears on Card: _____
 Expiration Date: _____ Security Code (last three digits on the back of Card): _____
 Cardholder's Signature of Acceptance and Authorization: _____