

RENTAL POLICY AND AGREEMENT

This agreement constitutes a contract between the Guest(s) and Kula Kottage.

CHECK-IN TIME is after 4:00 P.M. and **CHECK-OUT** is 11:00 A.M. Instructions for access to the cottage will accompany the directions to the cottage. Kula Kottage will use all reasonable efforts to have the cottage ready for guest occupancy at check-in time, but Kula Kottage cannot guarantee the exact time of occupancy.

Early check-in and late check-out is available. Please call our office for additional charges.

RESERVATION REQUIREMENTS – 50% of the rental fee in advance of the arrival date and a signed RESERVATION AGREEMENT is required to secure a reservation. Within 45 days of the booked date, the entire rental fee will be secured against the guest's credit card. The rental fee is then charged to your credit card. Kula Kottage accepts MasterCard, Visa, American Express, Discover or Money Orders and checks drawn on U.S. Banks. (If securing with a check, it must be received by Kula Kottage within 5 days after booking has been made or the reservation will be cancelled.) Kula Kottage will not accept checks on reservations made less than 30 days prior to arrival.

CANCELLATION – If cancellation is made 60 or more days before date reserved, your reservation deposit will be refunded in its entirety. *NO REFUND IF CANCELLATION IS LESS THAN 60 DAYS BEFORE THE RESERVED DATE.*

CONFIRMATION - Confirmation of the reservation along with directions to the cottage will be mailed, faxed or emailed to Guest(s) upon receipt of the reservation advanced payment and a signed reservation agreement form.

ADDITIONAL GUESTS – Rates are based on per night occupancy for 1-5 persons, including children. **Occupancy is limited to REGISTERED GUESTS ONLY. Occupancy by more than the number of people stated in the rental agreement will result in the forfeiture of all rental fees, security deposit and additional charges to the credit card provided. Failure to obtain permission for additional guests may result in a \$50.00 per person per night charge.**

Absolutely no overnight visitors are allowed without prior arrangement made in advance to Kula Kottage .

KEYS – All keys must be returned to the designated location upon departure. Guests are responsible for lost keys. The property must be re-keyed in the event the key is lost, misplaced or not returned. Guests will be responsible for the cost of this procedure.

SECURITY DEPOSIT – **The rental fee of 50% given at the time of the reservation, will be held against your credit card as a security deposit.** Your security deposit will be credited back to your card within 15 days of your departure. We reserve the right to keep all or part of your security deposit for any damages to the property or failure to leave the cottage in a neat and orderly condition. (See Check-Out Procedures) If it isn't broken or damaged prior to your arrival, but is after your departure, Guest(s) will be held responsible for the repair or replacement. **If you choose to pay for the rental by check we still require a credit card number for the security deposit.** You can forgo rental security deposit by purchasing Property Damage Protection Insurance. Go to www.propertydamageprotection.com/ha. Complete forms and purchase minimum of \$1500.00 insurance at \$39.00 per stay.

BARBEQUE GRILLS – Our cottage is equipped with a gas grill. Please be sure to turn the tank off after each use. Please clean up all grease and food spills. Leaving the grill covered with food and grease will result in an extra cleaning charge.

SMOKING - ABSOLUTELY NO SMOKING INSIDE THE COTTAGE. Failure to observe this rule will result in the loss of the security deposit. If the interior of the cottage smells like cigarette smoke, we will assume you smoked inside the cottage and the security deposit will be kept. If you choose to smoke, then please do so outside. If you smoke on the porches, please close all cottage doors and windows. Please do not litter.

PETS – NO PETS ALLOWED. If evidence of pets are present on any of the furniture or beds/bedding the security deposit will be kept for the laundering/replacement of the item(s) that were damaged.

LINENS – Our cottage is supplied with bed linens, towels, blankets and pillows. All linens are freshly laundered prior to your arrival. Kula Kottage provides your initial supply of paper products, soaps, detergents, trash bags, etc for your convenience.

REPAIRS /SERVICE CALLS – Kula Kottage cannot guarantee against mechanical failure of heating, TV's, VCR/DVD players or other appliances. Please report any equipment that is not operating properly. Kula Kottage will make every effort to resolve the problem as quickly as possible. Should a repair person make a call to a cottage and find equipment in working order and the problem was due to Guest(s) oversight or neglect, the charge for the service call will be the Guest(s) responsibility. Guest(s) understand and agree that Kula Kottage or its repair people might need access to the cottage for the purpose of making the repair.

REFUNDS - or rate adjustments are not made for any inconvenience due to construction noise, road repairs, equipment failure, early departures, delayed arrivals or reducing the number of nights reserved with less than 30 days notice. No refunds or re-schedules due to inclement weather.

HOUSE PARTIES ARE NOT ALLOWED – Guests shall not disturb or offend any neighbors, discharge any firearms or use any fireworks of any kind in accordance with the State of Hawaii and Maui County Laws. No one under the age of 25 will be permitted to enter into a rental agreement and must be part of the rental party. In order to preserve the beauty and peaceful surroundings, we reserve the right to refuse service or terminate rentals for drunken, loud, or unruly behavior.

CHECK-OUT PROCEDURES – No dirty dishes should be left in the sink or on the countertops. Please bag all garbage and place in outside bins. Please pick up all outside litter, including cigarette butts, and place in garbage bags inside bins. All garbage must be bagged. Loose items in the outside bins will result in an extra charge of \$10.00.

To prevent pest problems, please wipe down all counter and table tops. Please lock all doors and windows.

TRASH REMOVAL - Kula Kottage will remove all garbage from the rental site upon the departure of guests for a \$10.00 fee.
COTTAGE RATES and TAXES – Please reference the cottage information on this website www.kulakottage.com. Our cottage is subject to a 4.1667% sales tax and a 9.25% lodging tax in Maui County.
CLEANING FEES - Cleaning Fees vary and are based on a 1-5 person occupancy and the amount of laundry and beds that are used. Additional people will result in higher fees.
CREDIT CARD – I, the Guest, am providing my credit card number as a guarantee. I agree to pay all rent, accept all terms and conditions of this rental agreement and accept all liability for any damage, beyond normal wear and tear, during the term of my lease with Kula Kottage. If I fail to do so, I understand that these costs will be charged to my credit card and all credit card sales are final. If you do not have a credit card, please call us so we can make other arrangements. We accept Debit Cards with a phone call first. Please read, sign, keep a copy for your records and return this entire agreement by fax (808-878-8317), email manager, Debra P., at kulakottage@gmail.com, or postal mail: Kula Kottage, 355 Lower Kimo Dr., Kula, HI 96790. Your reservation is not booked until we receive this completed form with method of payment.

Fax to Kula Kottage at 808-878-8317

Name _____
 Street _____ City _____ State _____ Zip Code _____
 Telephone _____ Fax _____ Cell _____ Email _____
 Driver’s License _____ Auto Tag _____

Note: We accept Mastercard, Visa, American Express and Discover. **DEBIT CARDS – PLEASE CALL FOR APPROVAL.**

Credit Card # _____ Exp. Date _____ CVS _____
 Name as it appears on card _____ Signature on card: _____

CHECK-IN DATE (after 4:00 p.m.) _____ **CHECK-OUT DATE** (11:00 a.m.) _____

Rental: _____ Nights @ _____ (1-5) Guests per night. Extra Person: _____ Rent Total: _____

Cleaning Fee (See contract): _____

(4.1667% Sales Tax & 9.25% Lodging Tax): _____ Total Amount Due: _____

GUEST NAMES: Please provide the names of ALL persons that will be staying at the cottage as well as the ages of ALL children. This is required by the county fire marshal. (There is no charge for children 1 yr. and younger.)

- GUEST LIST**
1. _____
 2. _____ 3. _____
 4. _____ 5. _____

By signing this, I have read and fully agree to all the above policies and to hold harmless from any responsibility or liability Kula Kottage, cottage owners and their representatives for any loss, damage or personal injury incurred by any Guest on the rental cottage premise.

Print Name: _____

Signature: _____ Date: _____