

TERMS & CONDITIONS

Valid for bookings reserved up to May 20, 2020. Future rentals booked May 21, 2020 or later are subject to updated policies.

RENTAL POLICIES For LOVE HAWAII VILLAS

- 1. Check-in Time:** Check-in time begins **after 4:00 P.M.** Local Time. Guests are expected to coordinate their arrival with their assigned Greeter, who can be reached at [844-577-8800](tel:844-577-8800) Ext. 2 on the date of arrival. Any requests for an early check-in require special arrangements and **must be confirmed in advance of arrival**. In some instances, access to the Property may be delayed due to cleaning needs or maintenance issues. This is not a common occurrence and no discounts are offered due to a late check-in.
- 2. Check-out Time:** Check-out time is **no later than 10:00 A.M.** Local Time. Late check-outs require special arrangements, advance notice and are based on availability.
- 3. Reservation Payment:** A 30% reservation deposit payment is required to confirm your reservation. This may be paid by cash, e-check, check or credit card. (*MasterCard, Visa, Discover, or American Express*). The **remaining balance is due 45-days prior to arrival** and may be automatically charged to the credit card on file, if card payment was used for the deposit. Payment is due in full for any arrival dates less than 45-days away. (*NOTE: If final balance is not received within 72-hours of the payment deadline, Manager reserves the right to cancel the reservation and open up the dates on the calendar. Manager will attempt to make contact with the Guest prior to such non-payment cancellation.*)

In the event of cancellation due to non-payment of the final balance, Guest will be subject to the terms of the Cancellation Policy, as outlined below.

- 4. Cancellation Policy:** Guest shall inform Manager in writing of Guest's intention to cancel the reservation. For reservations made through third parties, additional cancellation policies may apply. It is strongly recommended by the Manager that all Guests purchase travel insurance to protect against cancellation. The Cancellation Policy is as follows:

- a. If Cancellation notice is received forty-five or more days (45+) prior to the check-in date, a cancellation fee equal to 10% of the Reservation Total will be incurred and the balance of deposited monies will be refunded within 7 days from receipt of written cancellation.
- b. If Cancellation notice is received less than forty-five days (0-44) prior to the check-in date, the full booking amount of rent, taxes and fees will be forfeited. The Security Deposit and any pre-collected cleaning fees will be refunded within 7 days from receipt of written cancellation. As a courtesy offered to Guests, if Manager is able to rebook any portion of the canceled reservation

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dates, Guest will be refunded on a prorated basis for the previously booked nights that the Manager is able to re-book the Property for.

- **c. Owner/Manager Cancellation Policy:** In the unlikely event that the Property becomes unavailable for any part of the tenancy for reasons beyond the control of the Manager, Owner and/or Manager may cancel this Agreement and refund the Guest on a prorated basis for any reserved nights that were not used. Manager will make every reasonable effort to assist in procuring similar alternative accommodation should this situation arise. Guest agrees that any claims against Owner/Manager arising out of performance or non-performance under this Agreement shall be limited to a prorated refund of rates and fees for the nights that were not used.

5. Reservation Change Policy:

- **a. EXTENSION:** The length of a Guest stay may be extended, subject to availability. Additional charges, taxes and/or cleaning fees will be collected prior to confirming the extension.
- **b. REDUCTION:** All reductions in the length of the Guest stay must be submitted in writing more than 45 days prior to arrival, and are subject to any minimum stay requirements. Adjustments in nightly rental rate may apply when reducing the total number of nights rented. Reductions in your length of stay made 0-44 days prior to arrival will not result in a refund or reduction of rent and taxes.
- **c. CHANGE:** Any request to change dates will be based on availability and timeliness of the request. Requests made more than 45-days prior to arrival can be made without penalty and require a \$75 Reservation Change Fee for the administrative costs associated with modifying a reservation and notifying all parties involved. Change requests made 0-44 days prior to arrival will require owner approval, a \$75 Reservation Change Fee and if there is any reduction in the number of nights booked, Guest will not be eligible for a refund on those nights as the standard Cancellation Policy would apply.
- **d. TRAVEL INSURANCE:** To offer all Guests the best service possible, the Manager strictly adheres to the Cancellation Policy. Guests are strongly encouraged to purchase travel insurance to help protect against the possibility of cancellation and to enjoy the many other travel-related benefits in the policy.

6. Cleaning Fee: All Properties require and include a one-time Departure Cleaning Fee to be paid by the Guest to cover standard cleaning costs. Such Departure Cleaning Fees are required on every reservation, regardless of the length of stay. Guests staying for two weeks or longer will also be required to pay for a Mid-Stay Cleaning. All cleaning fees are subject to Hawaii sales tax. If Guests encounter any cleaning-related concerns upon arrival, the Guest Services Team should be notified

immediately at [844-577-8800](tel:844-577-8800) Ext. 3 so the concerns may be promptly addressed. No discounts will be given due to housekeeping discrepancies.

7. Travel Interruption Insurance: [Travel insurance protection](#) is available through Red Sky Travel Insurance. The insurance premium is 6.95% of the total reservation amount (*If you are booking on another distribution channel such as HomeAway or VRBO, you must opt-in to the coverage and in some cases the coverage may not be available*). The coverage is optional and can be declined. Guests acknowledge that no reservation refunds will be given for any reason unless it qualifies for a refund under the Cancellation Policy or the Guest has purchased travel insurance.

Some of the Key Benefits of the Travel Insurance include:

- a. Up to \$525,000: Medical Evacuation and Repatriation of Remains
- b. Up to \$100,000: Trip Cancellation – Reimbursement for the unused non-refundable pre-paid deposits for Guest vacation rental and travel arrangements for a covered unforeseen reason.
- c. Up to \$25,000: Medical Coverage – Is primary coverage, not secondary, with no deductible.
- d. Up to \$25,000: Rental Car Coverage – per car: applies to accidents, stolen cars, vandalism or adverse weather, such as flooding.
- e. Up to \$1,250: For Baggage and Personal Effects – covers not only lost baggage but also covers electronics such as iPhone, Droids, iPad or tablets. Coverage is per person and not per policy. Benefits are available to all Guests staying at the vacation rental.
- f. Other coverage for missed connections, trip delay and baggage delay.

8. Electricity Charges: (Utility surcharges do **NOT** apply to Guests staying at the Beach Villas at Ko Olina) For other rental properties, Guest's total rental charges were based on normal electricity usage. Guests can help conserve energy by adjusting the AC temperature when gone for the day and leaving lights off when not in use. Guest agrees to pay for the additional electricity charges above the standard \$250 covered threshold for condos and townhomes and \$500 threshold for single family homes. A 3.0% Payment Processing Fee will be added to any charges for utility overages.

9. Pets: Pets are strictly forbidden in all Love Hawaii Villas Properties. Having a pet in a Property is grounds for immediate eviction without a refund and the applying of fees and a Pet Cleaning Fee up to \$1,000 may be incurred. The Damage Waiver does not cover any pet-related incidents.

10. Smoking: Smoking is not permitted in any Love Hawaii Villas Properties. Guests will be financially responsible for any damages or cleaning costs due to smoking. Manager may evict Guests for smoking inside a Property. Additional cleaning and smoke odor removal service fees up to \$1,000 may be charged to Guests that violate the strict No Smoking policy.

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11. Advance Reservations: Manager accepts reservations up to one year in advance. Manager can confirm reservations for a future date, but cannot confirm or guarantee rates for dates beyond published periods.

12. Property Assignments: Manager will make every effort to honor original Property assignments. Though uncommon, Manager may encounter a severe, emergency maintenance issue that cannot be remedied by the Guest's arrival date. In the event that the originally assigned Property becomes unavailable, substitutions will be comparable to the reserved rental, including size and location, where possible. Manager reserves the right to change assignments for such emergency purposes and Guest will be promptly notified. No discounts or refunds will be given due to such changes, including moves, bedding sizes/selections and furnishing.

13. Minimum Stay: A 6-night minimum stay will apply for all Ko Olina Beach Villas reservations. All other rentals require a 30-day rental contract. Guests should speak with the Reservations team regarding these restrictions.

LAND USE ORDINANCE COMPLIANCE

- a. (The following section does **NOT** apply to vacation rentals located at the Ko Olina Beach Villas Resort.) In accordance with City and County of Honolulu Land Use Ordinance section 21-10.1, this property is provided to Guest, exclusively, for a period of 30-days or greater. Guest is electing to occupy this property for the exact days outlined in the booking details, above. By law, the property cannot be rented to or occupied by other tenants during any portion of the 30-day term. If Guest should choose to occupy the property for additional nights within the 30-day rental term, a full payment of any additional charges must be made prior to such occupancy. Manager will designate and/or change the actual dates of the 30-day or longer Rental Period prior to the Start Occupancy Date.
- b. Guest understands and agrees that the Rental Charges are determined based on Guest's planned Arrival and Departure dates, and that Owner and Manager incur significant costs based on the number of days that Guest actually occupies and uses the Property. Guest further understands and agrees that in the event that they occupy the Property for more days than specified, based on the Arrival Date and Departure Date, that Guest will pay an additional Property Usage Charge, plus state and county General Excise and Transient Accommodation Taxes thereon; and Guest authorizes Manager to charge their credit card on file for the full amount of that Property Usage Charge (if any), plus taxes, plus a Credit Card Processing Fee of 3.0%.

14. Maximum Number of Guests: The allowable occupancy for the Property is based on the following sleeping arrangements: 2 persons per bedroom, 2 persons per sleeper sofa or air mattress, 1 person per twin bed or futon. Beach Villas at Ko Olina allow for a maximum of 6 Guests per 2-

bedroom unit and 8 Guests per 3-bedroom unit. Guests who exceed the maximum advertised occupancy are subject to additional fees, immediate eviction and/or forfeiture of all rental payments.

15. Rates & Fees: Published rental rates and fees are subject to change without notice and may dynamically adjust daily according to supply and demand. Manager reserves the right to correct rates and fees that may have been misquoted due to human, distribution and/or computer error. Security deposits of \$1,000 or more may be required at the time of booking for any property rented for periods of 30-days or longer.

16. Key Policy: Any Keys, Access Cards, Fobs and Remotes that are provided to access the Property must be returned to Manager upon check-out. Failure to return these items will result in additional replacement fees.

17. Pools: Where applicable, community or condominium pools are not controlled or maintained by Manager, therefore; Manager cannot be held responsible for inconveniences or injury resulting from a pool or closures of such amenities for services or repairs.

18. Internet: All Love Hawaii Villas properties have WiFi internet access. Manager does not, however, guarantee internet connectivity due to service being provided by outside vendors, potential restrictions from personal computers, and other factors that may lead to interruption of internet service. In the event internet service is inoperable, Manager will do their best to troubleshoot over the phone and when needed, in person. No refunds will be given due to loss of internet service.

19. Maintenance Concerns: Guests agree to promptly report any maintenance problems to Manager. Guest to leave doors and windows closed while the A/C is operating. Manager or Beach Villas' staff may enter the Property to respond to any maintenance and/or housekeeping issues during Guest stay. No refund or rate adjustment will be made for unforeseen failures such as the supply of electricity, water, pool filtration systems, on-site amenities, air conditioning, telephone, internet, television or cable service, appliances, etc.

***Construction:** Nearby construction and/or property renovation projects may be occurring during part or all of a Guest's stay in a Property. Guest acknowledges that the Manager and Owner have no control over the hours of work or noise level of such construction, though typically such work would be done during regular working hours and comply with Community / Association guidelines. Any construction-related noise or disturbance shall not void this Agreement, nor shall it serve as a basis for a claim for refund, price reduction, or other compensation. Guest may contact the Manager or visit the Manager's [Love Hawaii Villas YouTube channel](#) for current updates on any construction projects.

20. Security of Personal Property: Manager is not responsible for any acts of theft or vandalism, or other damages to any personal property or for personal items left by Guest in the Property after

departure. If items left behind are found and requested to be returned, there will be a \$25 service charge plus shipping.

21. Good Neighbor Policy: Manager respectfully requests that Guests acknowledge that they are staying in someone's home. Guests are to treat the Property with care and leave it in good condition at check-out. Any unreported damages, theft or missing inventory will result in additional charges.

22. Property Rules and Regulations: Guests agree to observe all House Rules and Regulations governing the use of the Property. These rules are found within each Property and apply to both Owners and Guests. Failure to comply with House Rules and the terms of this Agreement may result in fines and/or eviction from the property.

23. Damage Waiver: The maximum amount that the Damage Waiver for accidental damage will cover is \$1,000 per stay. The waiver will not cover the liability for damages or theft resulting from:

- a. Acts of God.
- b. Intentional acts of a Guest.
- c. Gross negligence or willful and wanton conduct.
- d. Any cause, if the Covered Guest does not report the damage to Manager's staff.
- e. Normal wear and tear.
- f. Theft without a police report.
- g. Damages caused by any pet or other animal brought onto the premises.
- h. Applies only to the direct physical loss or damage to covered property. It does not cover loss of use of such Property.
- i. Coverage does not apply for theft or damage of any property owned by or brought onto the premises by a Covered Guest.

TERMS OF THE DAMAGE WAIVER

- a. Takes effect at check-in.
- b. All coverage shall terminate upon normal check-out time of the property or the departure of the Covered Guest, whichever occurs first.
- c. Guest must report any loss or damage to the unit or its contents immediately to Manager. This limited damage waiver protection is void if not reported promptly.
- d. Representatives of Manager have ultimate administrative authority.
- e. Arbitration is required before litigation. The prevailing party in any arbitration or litigation shall be entitled to recovery and/or reimbursement of all fees in connection with it.

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24. Indemnity / disputes / jurisdiction: Guest agrees to indemnify, defend and hold harmless Owner, Manager and Homeowner's Association from all claims, disputes, litigation, judgments, costs and attorney fees resulting from loss, damage, or injury to Guest and guests or their personal property. Owner, Manager and Homeowner's Association are not responsible for lost, stolen, or misplaced items. Guest is also aware of the inherent risks to person and property while occupying residences near the ocean or that have pool and/or Jacuzzi features.

Any and all claims, controversies or disputes arising out of or relating to this contract/agreement, or the breach thereof, which remain unresolved after direct negotiations between the parties, shall first be submitted to confidential Mediation in accordance with the Rules, Procedures, and Protocols for Mediation of Disputes of Dispute Prevention & Resolution, Inc., then in effect. If any issues, claims or disputes remain unresolved after mediation concludes, the parties agree to submit any such issues to binding arbitration before one arbitrator in accordance with the Rules, Procedures, and Protocols for Arbitration of Disputes of Dispute Prevention & Resolution, Inc., then in effect. The parties further agree that the award of the arbitrator is binding upon the parties and that judgment upon the award rendered may be entered in any court of competent jurisdiction.

This agreement shall be governed by and construed in accordance with the laws of the State of Hawaii. All disputes or claims pertaining to the Agreement shall be adjudicated in the State of Hawaii, County of Honolulu, City of Kapolei.

By signing this Agreement (*or for online reservations, confirming the reservation online with any online booking site, is considered acceptance and signing*), I warrant that I have read, understand and agree to all of the terms set forth herein, including, without limitation, the Cancellation Policy. I agree to abide by the restrictions stated in the House Rules for the property, as well as all the terms of this Agreement.

I understand that Love Hawaii Villas is a Manager for the Owner. I further understand and represent that I will explain the Terms, Conditions & Policies to all individuals in the group who are authorized to stay at the Property, prior to their arrival. I am executing this Agreement on behalf of all individuals in the group, who agree to be bound by the Terms, Conditions and Policies set forth herein. I understand that this agreement is non-transferrable.

Print Name (Guest)

Signature (Guest)

Date

Print Name (Manager)

Signature (Manager)

Date

**Completion of an online reservation by the Guest constitutes Agreement to the Terms and Conditions as outlined and as presented to the Guest during the online booking process. All Guests indicate, as shown below, that they have read and agree to adhere to this document, the Rental Agreement.*



Review Rental Agreement

I have read and agree to adhere to the
Rental Agreement

CREATE RESERVATION

Love Hawaii Villas – 2176 Lauwiliwili St., Suite #1 Kapolei, HI 96707 – www.LoveHawaiiVillas.com – Stay@LoveHawaiiVillas.com

CREDIT CARD AUTHORIZATION

A credit card is required regardless of how the reservation is being paid for and is used for payment of the Damage Waiver and for any charges in connection with Guest’s stay that would not be covered by the waiver.

“I authorize Love Hawaii Villas to charge the card I’ve provided for payment of my reservation and/or any additional requested rental expenses incurred, and to pay for any damage or excessive cleaning expenses incurred that are not covered for reimbursement under the Damage Waiver. I agree to pay the 3% credit card surcharge fee. I also hereby confirm that the number of Guests will NOT be more than stated in this Agreement at any time and that violation of this policy will result in this credit card being charged maximum occupancy or double the guest fees, whichever is greater.”

***Final Payment (if applicable) – DUE 45-DAYS PRIOR TO ARRIVAL**

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If Guest plans on using a different payment method to pay the final balance due 45-days prior to check-in, Guest agrees to call the Reservations Manager contact at Love Hawaii Villas. If Guests do not make other payment arrangements, the credit card on file will automatically be charged the final balance on the due date. Guests that do not make scheduled check, eCheck or wire transfer payments by the due date, will have the card on file charged for the remaining balance.

Signature (Guest)

Date

For your protection, Credit Card information will be collected separately in accordance with PCI compliance guidelines

(If you have any questions about these Terms & Conditions please email us at Stay@LoveHawaiiVillas.com)