

Napili Point Unit A-2 Rental Agreement

(*Name*) (Hereinafter referred to as Renter) agrees to rent the condominium at Napili Point Resort, Unit A-2, 5295 Lower Honoapiilani Rd., Lahaina, Maui, Hawaii 96761 (hereinafter referred to as “the Unit”) from **George Craig and Richard Matgen** (hereinafter together referred to as Owners) subject to the following conditions and requirements.

Occupancy:

1. Renter will have no more than four individuals occupying the Unit overnight at any given time. An individual is considered an infant through adult. At least one individual occupying the Unit must be at least twenty-one years of age or older. If more than four people are found to be sleeping in the Unit, Renter and his/her guests will be required to immediately vacate the Unit and forfeit all payments. (NO EXCEPTIONS. The Unit is being monitored by the resort administration and cleaning service.)
2. Unless an exception is authorized by Owner, Renter agrees not to arrive at the Unit before the scheduled arrival time of 3:00 p.m. and to vacate the Unit by the scheduled check-out time of 10:00AM and to lock the Unit upon departure. If Renter and/or his/her guests have not vacated the Unit by the scheduled check-out time, Renter agrees to pay \$50 per each 15-minute interval after 10:00 a.m. or the time agreed to in writing with Owner.
3. Renter will be one of the occupants of the Unit during the contracted rental period. Renter will not sublet or offer the Unit free of charge to other occupants in his/her absence.
4. Renter agrees not to smoke inside the Unit, on the lanai (patio) or lawn area in front of the Unit. (Hawaiian law restricts smoking in resorts to designated areas, which are clearly marked.)
5. Renter and his/her guests will not remove or alter the wiring, settings or passwords on the television including remote control; DVD player, including remote control; printer, including connecting cable; broadband modem; or wireless router. Renter agrees to pay the cost of service charges to replace any missing items or reset any changes to these items that are discovered during the checkout inspection (see item 8 below). In addition, Renter will be responsible for the cost of loss of service while items are being replaced or codes reset.
6. Renter will not disable the smoke detector. Renter agrees to pay for the purchase and installation of a new smoke detector if the one in the Unit is tampered with by Renter or his/her guests.
7. Except for books, beach towels, coolers and beach chairs, Renter will not take any kitchen utensils including dishes, pots, pans, knives or small appliances or other materials provided by owner including board games and blow dryer out of the Unit/lanai area or to a grill on the resort grounds. Guests will not bring kitchen utensils to other condominiums or on excursions away from the Unit. Guests will be responsible to purchase disposal supplies for such purposes.

Cleaning:

8. Except for general cleaning and use of complimentary items listed in Appendix A, Renter agrees to return the Unit to the condition it was in when he/she accepted the Unit. Renter will pay for all damages above normal wear and tear. (Owners' On-Line Agent and Owners' cleaning service inspect the Unit after check out.) Upon arrival, should Renter note what he/she believes to be excess wear or damage, Renter will report his/her findings to Owners' On- Island Agent Deanna Schaefer at: Email: Deanna@paradisehawaiiancondos.com; Business Phone: (808) 665-5742; or Cell Phone: (503)803-9064 or Owners at: Email: rpm@opensquare.us; Home Phone: (415)550-1262; or Cell Phone: (415)730-8604.

Emergencies, Repairs, Service Calls:

9. Renter realizes that he/she is renting from an individual owner. Renter agrees not to request service from the Napili Point Resort personnel.
10. In the event of an emergency, Renter understands that Owners' On-Island Agent is Deanna Schaefer. Schaefer may be contacted at:
 - a. Email: Deanna@paradisehawaiiancondos.com;
 - b. Business Phone: (808) 665-5742; or
 - c. Cell Phone: (503)803-9064.
11. Renter agrees not to contract an independent service agent to perform any cleaning, repairs or service to the Unit or the Unit equipment without the prior approval of Owner.
12. Renter understands that Owners are responsible for all charges for cleaning if, upon arrival, the Unit has not been cleaned to the specifications listed in Appendix B. Renter will report to Owners within 24 hours of arrival, any deficiency in the Unit's cleanliness or any lack of supplies per the list provided Appendix A.
13. At Renter's discretion, he/she may request the services of Owner's authorized cleaning service: Mercedes Maciel Cleaning Service (hereinafter referred to as Cleaner). Renter agrees to be responsible for the cost of renter-initiated service calls to Cleaner for cleaning of the Unit and will make direct payment to Cleaner at the time of service. Any disputes over a cleaning-service charge(s) will be between Renter and Cleaner. Renter understands that Owners or their agents will not enter into settling any dispute(s) between Cleaner and Renter.

Telephone:

14. Use of the Unit telephone [(808) 665-1530] for local calls on the island of Maui is free of charge to Renter. Renter and his/her guests will not make international calls except to Canada. Renter and his/her guests will;
 - a. not use the telephone for general business purposes;
 - b. will limit U.S. long-distance calls to four 15-minutes calls per day;
 - c. restrict phone use to only Renter and guest(s) of the Unit; and
 - d. not accept collect calls

Liability:

15. Renter and his/her guests hold harmless Mr. George Craig and Mr. Richard Matgen for any injuries that result to him/her or his/her guests while using the Unit including injuries that occur inside or outside the Unit. Renter also holds harmless Mr. George Craig and Mr. Richard Matgen for any loss or damage to personal property or equipment while renting the Unit.
16. Renter understands that Owners are responsible for the cost of service calls requested by Renter and pre-authorized by Owner. Renter must provide a written explanation and invoice for all services provided. Payment by Owners does not constitute any liability resulting from the reason for the call or potential loss of the Unit use by Renter. In the event that the Unit is rendered unusable, or it becomes unusable during Renter's rental period, relocation to another unit is the responsibility of Renter. Owners' only liability would be to refund the unused portion of Napili Point A-2 rental reservation fee for nights when the Unit is unusable.
17. Renter will be responsible for the cost resulting from any unauthorized use of the telephone by Renter and his/her guests.
18. Renter agrees to pay \$25 per check for each of Renter's check that are returned by the bank for insufficient funds or closure of Renter's account.
19. In addition to the key in the lock box, Owner will provide two keys to Renter upon arrival at the Unit. Renter agrees to return the key to the lock box and to leave the other two keys in the Unit upon his/her departure. Renter further agrees to pay \$25 per lost key.
20. By signing this contract, Renter attests that he/she has read and agrees to follow the condominium policies on Owners' website: <http://maui-napili.com/policies.html>.

Reservation Confirmation:

21. Renter understands that his reservation will not receive initial confirmation until Owners receive a signed copy of this Rental Agreement along with a check for the agreed upon deposit and Renter's check has cleared the bank. Renter further understands that final confirmation will not be received until Owners have received final and full payment for Renter's rental of the Unit and all checks have cleared the bank.

Titles and Headings:

22. Titles and headings of sections of this Agreement are for the convenience of reference only and shall not affect the construction of any provision of this Agreement.

Arbitration and Equitable Relief:

23. Renter agrees that any dispute or controversy arising out of, relating to or in connection with the rental of the Unit, the interpretation, validity, construction, performance, breach or termination of this Agreement shall be settled by binding arbitration to be held in San Francisco County, California, in accordance with the Rules of court then in effect in the Superior Court of San Francisco County. The Arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of

the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction.

24. Personal Jurisdiction: Renter hereby consents to the personal jurisdiction of the state and federal courts located in California for any action or proceeding arising from or relating to this Agreement or relating to any arbitration in which the parties are participants.
25. Costs: Both Renter and Owners shall equally pay the costs and expenses of such arbitration (e.g. arbitrator's fee and arbitration administrative fee), but each party shall separately pay its counsel fees and expenses unless otherwise required by law.
26. Equitable Relief: The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without abridgment of the powers of the arbitrator.

Signed

Date

Print Name

Appendix A

Napili Point Resort, Unit A-2

Supplies and equipment provided to guests of the Unit*:

Kitchen:

- One small bottle of dishwashing soap
- One small container of dishwasher soap
- One fresh sponge
- Two rolls of paper towels
- Small supplies of
 - Aluminum foil
 - Plastic wrap
 - Sandwich-size baggies
- Owner does not provide foodstuffs and cleaning staff is asked to remove all perishable food from the refrigerator and cupboards. However, there are often a variety of spices and perhaps some olive or other oil, etc. Renter is welcome to use whatever is present upon his/her arrival.
- There is a refrigerator with ice maker
- A stove (cookie sheets and other flat pans and a wire rack are found in the drawer below the oven)
- A microwave oven
- A garbage disposal
- A blender,
- A electric hand-held mixer
- A knife sharpener
- A Mr. Coffee
- A coffee bean grinder
- A full set of Calphalon pots and pans with lids.
- A variety of glass and metal bowls. The glass bowls have plastic lids
- A full set of knives in a knife block
- Enough plates, bowls glass ware and flat ware for four place settings
- A variety of kitchen utensils for use when cooking
- A variety of spare light bulbs for lamps and overhead lights; a flash light; and owner's manuals for appliances in the cupboard above the refrigerator.
- A small supply of batteries for the flashlights (one at the front door and one in the cupboard above the refrigerator) and the remote controls. These batteries are intended for the use of items associated with the rental of the Unit and not for the personal use of Renter and his/her guests.

Electronic Equipment:

- Broadband modem
- Wireless router (log-on information provided to guests before arrival)

- iPad docking station with remote control and a variety of adapters (in a small Tupperware container behind the docking station) that make the station usable with a variety of models of modular music devices. Owner is not responsible to ensure there is an adaptor for every model.
- 32" flat-screen television with remote control
- DVD player with remote control
- An HP Photosmart C6350 color printer. (Renter may wish to download printer drivers for this printer from the HP website if they have not been previously loaded on Renter's laptop computer.)
- A small supply of ink in the printer. (Please call Owners' On-Line Agent within 24 hours if there is no ink in the printer upon Renter's arrival) Additional ink is not supplied. The printer is intended for incidental printing. Guests are asked to refrain from printing photographs on the printer.
- A small supply of paper in the paper tray of the printer. Additional paper is not supplied.

Laundry and Hall Closet:

- In-unit washer
- In-unit dryer
- A small bottle or box of laundry detergent
- One iron (on the shelf near the washer)
- One ironing board (in the closet next to the washer and dryer)
- One large cooler
- One small cooler
- Vacuum
- Two beach chairs
- Pillows and blanket for the sofa bed
- Mop, broom and dustpan
- Owner does not provide water equipment for the guests use. However, previous guests sometimes leave equipment behind (boogie boards, air mattresses, inexpensive snorkel equipment, floats, etc.). Guests are welcome to use whatever is available. Renter and his/her guests use this equipment at their own risk. Owner does not inspect or sanitize the equipment and cannot guarantee its usefulness or cleanliness.

Bedroom

- A queen size bed
- Two large bed stands
- Four pillows
- A large chest of drawers
- A large variety of novels and other reading materials, including books on the Island of Maui. Renter and his/her guests are free to borrow reading materials at will. If they start a book but are

not finished by the end of the rental period, they are free to take that one book with them when they leave. The book rack operates on a leave and take system.

- One box of facial tissue
- A ceiling fan with an on-off switch behind the drapery
- Four beach towels on the bed or on top of the dresser
- The bottom electrical outlet on the mirrored wall in the bedroom is controlled by the light switch on the wall by the sliding doors.

Living room

- A sofa bed couch made up with sheets before the Renter's arrival
- A large basket, which serves as an end table next to the wicker chair. Lift the lid of the basket to find a small variety of board games and a jigsaw puzzle. Renter will not take board games outside of the Unit and Lanai area. Lost pieces to games and puzzles limit their use by future renters.
- A ceiling fan, with on-off switch located behind the drapery

Vanity and Bath Area

- Four large bath towels
- Four wash cloths
- Two hand towels
- One large bar of bath soap in the shower
- One small bar of hand soap in the vanity area
- One small bottle of shampoo
- One box of facial tissue
- Four rolls of toilette paper
- One blow dryer
- Plunger
- Toilette brush

Lanai

- One round glass-top table
- Four chairs for the table
- Two lounge chairs
- Pads for the lounge chairs can be found in the hall closet. Guests are reminded to throw the pads over the backs of the lounge chairs when not in use, as showers will dampen the cushions and make them uncomfortable until they dry.
- A wall light with an on-off switch behind the drapery inside the sliding door.

*Owner does not refill or provide additional supplies after initial supplies are exhausted. Additional supplies are the responsibility of Renter.

Napili Point Resort, Unit A-2

Renter should expect the Unit to be clean upon arrival. People's expectations vary widely in this regard. Owner is responsible to provide a professional cleaning between one Renter and the next. The level of cleanliness should be on par with what would normally be expected at other places of lodging. The bathroom and vanity area will be cleaned, linens will be fresh, an initial supply of soap, shampoo, tissue and toilette paper will be provided as detailed in Appendix A. The kitchen appliances and supplies will be clean and supplies will be provided as detailed in Appendix A. The bedroom and sofa beds will have fresh sheets. Extra blankets and pillows will be stored in the hall closet. All floors will be vacuumed and mopped and windows will be clean.