

PLEASE READ THOROUGHLY!

MINIMUM STAY REQUIREMENTS: There is a 3-night minimum for all properties between Apr 1 to Dec 17. There is a 7-night minimum for all properties during the holiday period, Dec 18 to Mar 31. Shorter stays may be approved by management during holiday periods if stay dates are immediately prior to or following another guest/renter stay dates.

OCCUPANCY: The property may accommodate and is limited to the number of guests listed on the reservation. Access of any specified resort amenities and/or the Poipu Beach Athletic Club is limited to the number of guests listed on the reservation. Parties or functions are not permitted within the property, in the surrounding lawn areas or at any of the resort facilities. Violation of the occupancy limits or misuse of the property, surrounding lawn areas or resort facilities may result in the termination of this rental agreement and/or eviction from the property.

CHECK-IN & REGISTRATION: Check-in at the Suite Paradise office located at 1941 Poipu Road and begins at **4:00pm**. For after office hours arrival and check-in, please access the property keys and arrival packet from the lock box to the right of the Suite Paradise office front doors. The access code into the lock box is provided in the Kauai Accommodation Confirmation. For guests/renters that arrive after Suite Paradise office hours, please register at the Suite Paradise office the next morning before 11:00am. Registration is required of all guests/renters along with credit card imprint of the credit card on file or a cash deposit.

CHECK-OUT & KEY RETURN: Check out time is **10:00am** on the scheduled departure date. Guests/renters with late departing flights may request a late check-out no earlier than one day prior to the scheduled departure date. If the property is available for a late check-out, the guest/renter may extend to noon complimentary or later than noon at an additional charge. To guarantee a late check-out more than one day in advance, we suggest that the guest/renter reserves and pays for an additional night. This is highly recommended during busy periods when a late check-out is otherwise impossible to arrange.

DEPOSITS & PAYMENTS: A valid credit card number, signed contract and payment is required for all reservations. A 25% deposit of total rent is required at time of booking unless the reservation is booked within 30 days of the arrival date at which time payment in full of rent, taxes and fees is required. For reservations booked outside of 30 or more days of the arrival date, final payment is due 30 days prior to arrival. Payment is collected in US funds and will be charged to your credit card automatically unless advised otherwise. Please note that the name on the reservation must match the name on the credit card given for payment and made available upon check-in for verification. American Express, Visa, MasterCard or Discover are accepted.

CANCELLATIONS & REFUNDS:

ALL Cancellation Requests must be submitted in writing by sending an email to mail@suite-paradise.com .

Refunds are based upon advance notice given prior to your arrival date. Should you cancel with 30 or more days in advance of your arrival, you will receive 100% refund. Should you cancel within 29 days of your arrival date, you will not receive a refund. No refunds or future credits will be given for checked-in reservations requesting an early departure as the guest/renter is responsible for the entire time booked.

Date changes are allowed with 30 or more days advance notice prior to the arrival date and subject to any variances in rent, taxes and fees. Rate variances apply. No date changes allowed within 29 days of the arrival date.

For those who booked with us via an online travel agent or other third-party travel professional, please contact them for information on their cancellation policies as they may differ.

TRAVEL INSURANCE: Purchase of travel insurance is available and suggested. Travel insurance will protect the guest/renter in the event that the trip must be cancelled due to a covered event (including but not limited to mandatory evacuation at the property due to adverse weather or natural disaster).

DAMAGE WAIVER: Guest/renter is responsible for any damage to the rental property during the stay. The damage waiver will cover unintentional damages to the rental property or its contents provided that the damages are disclosed to management prior to check-out. The damage waiver will pay a maximum of up to \$500 to \$1000 of accidental property damage depending on the coverage disclosed in the Kauai Accommodation Confirmation. Any damages that exceed the limit or are not covered under the damage waiver will be charged to the credit card on file. Management will contact the guest/renter by phone or email should this occur.

ACCOMMODATIONS: Though it rarely happens, we reserve the right to re-assign the guest/renter to another property for unforeseen circumstances such as the sale of a property, a maintenance concern or owner usage, and if necessary, cancel the reservation. Our best efforts will be made to move the guest/renter to another comparable property, but it is not guaranteed.

The information while deemed reliable is not guaranteed. Properties offered for rental are individually and privately owned and reflect the tastes of each owner. Distances to the beach are approximate. Every effort has been made to assure accurate descriptions. Not all accommodations have central air conditioning – please check property description for specific details. Changes in inventory or items and/or decor occur from time to time and such changes will not void or alter the terms of the rental agreement. Suite Paradise will not be held responsible for noise or loss of view due to construction or for any amenities which are closed for maintenance purposes or inoperable conditions. Guests/renters must abide by house rules as provided.

Guests/renters assume full responsibility for the property and its contents, as well as the personal property of the guests/renters. Always lock the doors and windows when leaving the property. Lock automobiles and put away any rental equipment. Any use of rented equipment by the guests/renters is strictly at their own risk, liability and could incur additional expenses.

Open fires and fireworks are prohibited at all times.

Guest/renter hereby acknowledges that the ocean and pools are inherently dangerous, and use can result in serious injury or death.

Guest/renter acknowledges that lanais and lanai railings are potentially dangerous if improperly used, particularly with regard to children, who may not appreciate the potential risks involved.

Guest/renter acknowledges that the Property may be equipped with bicycles and/or other sports equipment. Guest/renter acknowledges that using these items may be potentially dangerous if done improperly or by inexperienced persons.

CLEANING IN & OUT: Accommodation preparation and a normal out clean fee is in addition to the nightly rates. Daily maid service is not provided as every Suite Paradise accommodation is self-sufficient with its own washer-dryer, linens, towels and beach towels. Each Suite Paradise accommodation has a small "starter" supply of both bath and facial soaps, toilet and facial tissues, laundry and dishwasher detergents. These starter supplies are provided as a courtesy and are not replenished during your stay. If you desire maid services during your stay, maid service is available at an extra cost with at least 72-hours prior advance notice by calling 808-742-7400.

All properties are designated non-smoking by Hawaii State law and we do not allow pets. Violation of this will result in a detoxification charge equal to one night's rent.

QUALITY ASSURANCE: Every effort is made to ensure that all equipment within each property is in working order. In the event of a breakdown, we will strive to repair it as soon as possible after being notified of a problem. We cannot guarantee that spas, air conditioners, televisions, appliances, high speed internet access, etc. will not break down during the stay and therefore, no refunds or adjustments will be made for mechanical failure. Furthermore, there will be no refunds or adjustments made for any other unexpected situation beyond our control such as bugs, rodents, roosters, frogs, weather, and the like. Please call the Suite Paradise front office during office hours at 808-742-4823 to report maintenance or housekeeping problems. Kauai is a small island, with few repair resources, but thanks to the resourceful staff of Suite Paradise, most problems are resolved the same day.

KEY POLICY: The guest/renter will be provided a minimum of two property keys along with any affiliated pool keys. In the event that the guest/renter is locked out of the property, the guest/renter may borrow a key by coming to the Suite Paradise office at

1941 Poipu Road during office hours. If the guest/renter is locked out after office hours and requires assistance, please contact our Suite Paradise after hours emergency line at 808-335-5668.

Property and affiliated pool keys must be returned to the Suite Paradise office at 1941 Poipu Road during office hours. Do not leave the keys in the property. Property and affiliated pool keys may be returned outside of Suite Paradise office hours via the Key Drop located to the right of the office front doors at 1941 Poipu Road. Lost property keys may require a re-keying of the property. The professional locksmith fees could be up to \$1500 for re-keying. There is a \$100 charge per lost pool key.

MISCELLANEOUS POLICIES, CONDITIONS & WAIVERS:

HAWAII TAXES: Hawaii transient accommodation and general excise tax of 17.96% apply to Rent, Cleaning In & Out and Resort & Amenities. Hawaii general excise tax of 4.712% apply to Avis Car Rentals.

MINIMUM AGE REQUIREMENT: Guest/renter must be 25 years of age or older with a valid credit card and ID.

INTERNET & PHONE: High speed wireless up to 100 mbps. Please refer to black guest directory on the coffee table or on the router in the property for network name and login information. High speed Internet service may be available at select properties; however, Suite Paradise is not responsible for service provider connectivity, technical support, or equipment failure.

Telephone calls made locally, to the US mainland, Canada and Mexico are free. International calls outside of the designated areas are an additional cost and will be billed to the credit card on file. Rates vary.

Facsimile available at the Suite Paradise office at 1941 Poipu Road, both incoming and outgoing. The facsimile number is 808/742-9121.

PARKING: Condos accommodate one vehicle. Additional vehicles may park on a first come, first serve basis. Homes accommodate two vehicles in the driveway. Parking for additional vehicles is not available at homes. Parking on lawn areas or alongside the road is not an option.

POIPU BEACH ATHLETIC CLUB: Poipu Beach Athletic Club offers a resort style pool with waterslide, sand bottom toddler area, tennis, pickle ball, basketball, shuffleboard and gym facilities. Access of the Poipu Beach Athletic Club is limited to the number of guests listed on the reservation.

GUEST MAILING ADDRESS AND POSTAL INFO: Incoming mail should be addressed to the name on the reservation. c/o Suite Paradise, 1941 Poipu Road, Koloa, HI

96756,USA. Mail is generally delivered by 4pm daily except Sunday. FedEx, UPS, postal express deliveries take at least one extra day to get to Kauai.

DRONE POLICY: A drone operator must present their license to security authority before (if approved) flying it around our properties. Otherwise, they are only allowed to fly in public spaces (beaches, parks, roadways, etc).

EMERGENCIES OR URGENCIES: CALL 911 for police, fire or medical emergencies. For reservations, maintenance, or housekeeping matters, call Suite Paradise 800-367-8020 or local 808-742-7400. **For maintenance emergencies only after hours please call 808-335-5668.**

INDEMINIFICATION WAIVER: Guest/renter hereby waives and releases any claims against owner, owner's rental agent, successors, assignors, employees or representatives, officially or otherwise, for any injuries, illnesses or death that may be sustained by guest/renter on or near or adjacent to the property, including the facilities. Guest/renter agrees to use the facilities entirely at the guest's/renter's own initiative, risk and responsibility. Guest/renter acknowledges and agrees that guest/renter will be responsible for and will assume the risk for any of the guest's/renter's minor family members, guests, or invitees that use the facilities. Guest/renter hereby agrees to supervise any children, non-swimmers, individuals with physical or mental deficiencies, and all others using the facilities and to take full responsibility for their supervision.

This legal instrument may be pleaded as a complete defense to any action or other proceeding, which may be brought, instituted or taken by the undersigned, the undersigned's family, other Guest invitees or Property users, in breach of this instrument. If any provision of this form is declared invalid or unenforceable, the remaining portions of this form shall not be affected thereby and shall be fully enforced.

This Agreement shall be binding upon the heirs, personal representatives, executors, administrators, successors and assigns of the undersigned.

Guest Signature {s:sR:_____}

Date: {d:sR:_____}

