

VACATION RENTAL AGREEMENT

Thank you for your reservation and payment. Please fill in the requested information to aid us in providing you with a memorable stay in beautiful Kauai. Kindly sign and return one copy of the Vacation Rental Agreement (“Agreement”). Keep one copy for your records. The balance of your rent is due as indicated below.

This Agreement is made as of this ____ day of _____, 2010, between Douglas R. Johnson, hereinafter referred to as Owner, and _____, hereinafter referred to as Guest(s). The Owner hereby rents to the Guest(s), jointly and severally, the premises described below for the following term and upon the following conditions:

DESCRIPTION OF PREMISES: Number 9302 at the Cliffs at Princeville
One bedroom, loft, and two bathrooms.
Local Phone number 808/826-6985
No smoking / No pets

TERM OF RENTAL: Check in at 4:00 p.m. on _____,
Check out by 10:00 a.m. on _____,

RENT: Total Rent & Out-clean: _____
Hawaii Taxes at 12.417% _____
Rent & Tax Paid: _____
Total Amount Due: _____ \$0

Date Due: _____, 2010.

~~Please note that the total amount due must be received at 713 Sandpiper Point, Fort Collins, Colorado 80525 at least 60 days prior to the beginning of your rental period.~~

Please complete the following information:

Names of all Guests (plus age if less than 21):

This Agreement is subject to the Owner’s standard conditions, which are attached hereto and incorporated herein. In witness hereof the Owner and Guest(s) have executed this Agreement on the date written above. Please also read and sign page 2 where indicated.

Owner

Guest – Sign Here Please

Keep this copy for your records & bring to Kauai for proof of rental

VACATION RENTAL AGREEMENT STANDARD CONDITIONS

These Standard Conditions apply to that certain Vacation Rental Agreement (the "Agreement") between Douglas R. Johnson, as Owner, and _____, as Guest(s), dated _____, 2010.

PREMISES AND MANDATORY OCCUPANCY DISCLOSURES. Guest acknowledges that the Premises (as identified in the Agreement), including all furnishings and fixtures therein, are privately owned. The Premises shall be used for residential vacation rental purposes only. Special events, i.e. parties, receptions, etc. shall not be allowed without the express written permission of the Owner. Guest shall disclose the exact number and status of all Guests who will occupy the Premises during the Rental Term, or any portion thereof. If the number of Guests changes, Guest shall immediately notify Owner, both by phone and in writing, of said change. Additional charges may apply. In no even shall the Premises be sublet.

RENTAL PAYMENT. Rent and Taxes are due sixty (60) days prior to commencement of the Rental Term. Acceptable forms of payment are personal check, cashier's check, money order, traveler's check, cash or credit card. Any fees or charges assessed by Guest's or Owner's banking institution shall be born by Guest. Reservations not paid in full by the Final Balance Due Date shall be subject to cancellation and security deposit forfeiture.

AGREEMENT CANCELLATION AND CHARGE POLICY. Guest shall inform Owner, both by phone and in writing, of Guest's intent to cancel Agreement (the "Cancellation"). For Cancellation received by Owner:

- On or more than sixty (60) days prior to commencement of the Rental Term, the Security Deposit shall be refunded, less \$75 Cancellation fee;
- Less than sixty (60) days prior to commencement of the Rental Term, Guest shall forfeit prepaid Rent Deposit.
- Less than thirty (30) days prior to commencement of the Rental Term, Guest shall forfeit Guest's prepaid Rent and Taxes.

The Rental Term may be extended, subject to availability, only by the execution of a new Agreement and the full prepayment of the additional Rent and Taxes related to the extended term. Reduction of the Rental Term (subject to a minimum stay) or in the number of Guests used to calculate the Rental Rate must be submitted to Owner in writing prior to the Final Balance Due Date. Reductions made after the Final Balance Due Date shall not result in refund or reduction of Final Balance due. A \$75 fee shall be charged for any Cancellation. Each modification resulting in the issuance of a new Agreement will incur a \$25 fee.

OWNER RESERVATION CHANGE & CANCELLATION POLICY. In the unlikely event that the Premises becomes unavailable for any part of the Rental Term Owner's liability shall be limited to providing comparable accommodations or refunding all monies for the portion of the Rental Term for which the Premises is unavailable.

PROPERTY DAMAGE. Guest shall be liable for any and all costs for willful damage to Premises or additional costs of cleaning beyond the normal cleaning fee.

DISCLAIMER. (A) Accommodations. Guests are required to immediately inform Owner of any problems associated with the Premises, including appliances and furnishings. Owner shall undertake reasonable efforts to remedy any reported problems. However, no refund will be given for inoperable furnishings or fixtures. (B) Weather. Kauai weather is unpredictable. Inclement natural conditions shall not serve to alter or cancel Guest's obligations under this Agreement. Should the Premises be made uninhabitable due to hurricane or other natural disaster, monies will be refunded as described above.

ENTRY. Guest agrees that Owner, or Owner's agents, may enter the Premises for maintenance purposes or for other purposes deemed necessary with 24 hour notice to the Guest. In the event the Guest is not available to be given notice within 24 hours, the Owner shall have the right to enter the Premises for necessary purposes.

INDEMNIFICATION. OWNER IS NOT RESPONSIBLE FOR LOST, STOLEN OR MISPLACED ITEMS LEFT IN OR ABOUT THE PREMISES. Guest hereby indemnifies, holds harmless and agrees to defend Owner from and against all claims, damages, expenses (including, without limitation, reasonable attorney's fees and legal recovery costs), liabilities and judgment on account of injury to persons, loss of life, damages to the Premises, caused by the negligence and/or willful misconduct of Guest, Guest's invitees or any other person. The Guest's obligations with respect to indemnification shall remain effective, notwithstanding the expiration or termination of this Agreement as to claims arising prior to the expiration or termination of this Agreement.

LITIGATION. Any dispute or legal claims arising in regard to this Agreement must be litigated in the State of Colorado, County of Larimer.

RESPONSIBLE PARTY. By signing this Agreement, Guest represents that Guest has actual agency authority for all Guests listed herein.

GUEST

DATE

OWNER

DATE

Keep this copy for your records