OurMauiCondos.com
- Maui, Hawaii -

‘IKE KAI at WAILEA EKOLU POLICIES & RENTAL AGREEMENT

PAYMENT TERMS: To reserve the unit, we require 25% deposit of reservation total due at booking, with the balance due 30 days prior to arrival date (60 days for holiday and 10-27 night rentals. 90 days for 28+ night rentals).
Deposit may vary for extended stay of 30+ days.
Failure to submit final payment in the required number of days prior to arrival, may result in a cancellation of the reservation. Cancellation fees would apply (see CANCELLATIONS below).
PAYMENT METHOD: We will gladly accept payments through the Stripe secure payment processing system.
For reservations outside the U.S., International processing fees apply.
TAXES: We are required to collect Hawaii General Excise Tax and Transient Accommodations Tax at a combined rate of 14.41666% on the nightly rental rate and cleaning fees.
EXIT CLEANING: A one-time exit cleaning fee in the amount of $145+tax will be charged for each reservation.
This is in addition to the nightly rate.
MAXIMUM OCCUPANCY: The maximum number of guests for this condominium is limited to **four (4) persons**.
REFUNDABLE DAMAGE DEPOSIT: A minimum refundable security deposit of **$250** is required (holiday, 20 day and longer rentals may require a larger deposit). A $250 hold will be placed on your credit card for the damage/security deposit 2 days prior to arrival. Our property managers inspect the unit immediately after your departure. If no damage has been done, the hold will be released within 7 days provided provisions are met on the rental agreement below that will be sent to you for signature.
CANCELLATION POLICY – Guest(s) must cancel 30 days prior to check-in date to receive a refund (60 days for holiday and 10-27 night rentals. 90 days for 28+ night rentals). Within 30 days, a prorated refund will be available if we are able to re-rent the unit (60 days for holiday and 10-27 night rentals. 90 days for 28+ night rentals). An administrative fee of $100 will be charged for all cancellations. That refund would be issued on original reservation departure day.
Cancellation Policy may vary for extended stay of 30+ nights.
(Travelers insurance is highly encouraged)

ADDITIONAL NOTES:
* Booking Guest will be required to provide a government-issued form of identification for the rental.
** Guests will be required to supply the name of all adult guests and ages of any children.
*** Must be minimum 21 years of age to rent this condo
**** Late checkout for ½ the published nightly rate may be available from May-November.
Late checkout not available from December-April. Please plan accordingly.

See sample RENTAL AGREEMENT below.

SHORT TERM RENTAL AGREEMENT
PROPERTY ADDRESS: Wailea Ekolu Village: 10 Wailea Ekolu Place #707, Kihei, Maui, HI 96753

PAYMENT TERMS & CONDITIONS

To reserve the unit, we require 25% deposit of reservation total due at booking, with the balance due 30 days prior to arrival date (60 days for holiday and 10-27 night rentals. 90 days for 28+ night rentals). A $100 administrative fee will be charged for all cancellations. Deposit will vary for extended stay of 30+ days. Failure to submit final payment in the required number of days prior to arrival, may result in a cancellation of the reservation. Cancellation fees would apply (see CANCELLATIONS)

- Guest is required to provide a government issued identification for rental.

CANCELLATIONS

Guest(s) must cancel 30 days prior to check-in date to receive a refund (60 days for holiday and 10-27 night rentals. 90 days for 28+ night rentals). Within 30 days, a prorated refund will be available if we are able to re-rent the unit ((60 days for holiday and 10-27 night rentals. 90 days for 28+ night rentals). An administrative fee of $100 will be charged for all cancellations. Refund would be issued on original reservation departure day. Cancellation Policy may vary for extended stay of 30+ nights.

BOOKINGS DURING COVID HAWAII RESTRICTIONS

EFFECTIVE JULY 8, 2021: Guests who can present proof of vaccine may bypass any pre-testing when arriving in Maui. If you haven't received a vaccine, the state of Hawaii requires visitors to obtain a Covid test within 72 hours prior to their arrival in Hawaii. Otherwise, they are required to quarantine. If you weren't able to present a vaccine record or negative test results at the airport, the State of Hawaii would require you to quarantine upon your arrival in Hawaii for 10 days or the length of your stay, whichever is shorter. In this scenario, we would not be able to provide access to our property and would have to cancel your reservation without refund.

REFUNDABLE SECURITY DEPOSIT

A minimum refundable security/damage deposit of **$250** is required (holiday, 20 day and longer rentals may require a larger deposit). Our management company will notify us about the condition of the condo after your checkout. This Deposit is fully refundable within 7 days of departure, provided the following provisions are met.

- No damage is done to unit or its contents, beyond normal wear and tear. No linens, towels, glassware or other property are lost or damaged.
- No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
- All keys are left inside the unit and the unit is left locked. There is a $25 charge for a lost pool key.
- No early check-in or late check-out unless previously arranged. The $250 security deposit, or a portion thereof, may be forfeited for early check-in or late check-out.
- No evidence of smoking in the condo or on the lanai.
- The Guest(s) is not evicted by the Owner, Owner representative, local law enforcement or Wailea Ekolu Village staff.
- Additional charges may be incurred for breakage, damage, housekeeping charges required beyond normal use, excessive laundry or cleaning. Housekeeping required beyond normal use will be billed at an additional $25/hour.
- Maximum occupancy of four (4) persons is not exceeded. No additional guests may occupy the residence over the number stated on the reservation.

CHECK-IN is 3:00pm / **CHECK-OUT** is 11:00am. **No early check-in or late check-out** unless previously arranged.
NO SMOKING or vaping of any kind is permitted in the condo**. Please refrain from smoking in the condo and on the lanai.**
PETS are NOT permitted in rental units.
GOVERNMENT-ISSUED I.D. **REQUIRED**– Guest is required to provide government issued identification for rental.
Must be minimum 21 years of age to rent this property.
TRAVEL/TRIP INSURANCE: Travel coverage and protection is highly encouraged. We do not provide a refund for Unforeseen or Unfortunate Events or any cancellations within 30 days of arrival (60 days for reservations December, January and 10+ nights). Guest is aware of his/her right to purchase travel insurance and has made a decision involving travel insurance with respect to this booking, for which the property owner is not responsible. **(Travelers insurance is highly encouraged)**

MAXIMUM OCCUPANCY/MINIMUM STAY - The maximum number of guests for this condominium is limited to **four (4) persons**.
This property requires a 4 to 14 night minimum stay depending on the time period.
NO DAILY MAID SERVICE - While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. Additional housekeeping services are available at an additional rate.
OWNER ACCESS TO PROPERTY - Renter agrees that Owner, Owner representative and Wailea Ekolu Village management may access the property with reasonable notice for reasons of maintenance and repair.
TERMS OF OCCUPANCY- Upon the Departure Date, the Guest(s) shall depart the property address without the necessity of notice from Owner, in good order and condition, remove all personal property; and shall surrender to Owner all keys to the property.
SUBLETTING- The Guest(s) shall not sublet the property to another party.
QUIET ENJOYMENT- The Guest(s) shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners/guests. The Guest(s)shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature may be grounds for immediate termination of this agreement and Guest(s) may be asked by the Owner, Owner representative or Wailea Ekolu Village Association to immediately vacate the premises. **Quiet hours are from 10PM to 8AM**.

1. An inventory list of furnishings in the premises and personal property provided therein shall be provided to the guest prior to check in. Guest(s) shall immediately notify Owner or Owner's Representative upon arrival if any furnishings or property are missing, damaged or not in working order.
2. The locked closet in the dining area contains owner's personal items. Please be respectful and do not attempt to open.
3. Security Deposit may be applied by Owners to correct damages and such act shall not prevent the owner from claiming monies in excess of the deposit for correction of damages.
4. Guests must inform the Owner of their intention to bring children and the specific number. A child is any person under the age of 18.
5. Guests obligations include but are not limited to keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in the common area and remainder of the premises that Guest uses. Guests agree not to use the premises for any commercial activities, special events or purpose that violates any criminal law or governmental regulation. Guest's breach of any duty contained in this paragraph shall be considered material and shall result in the termination of guest occupancy with no refund of any kind.
6. No shows, late arrivals or early departures are non-refundable.
7. Guest(s) agrees that Owner and Owner's agents shall not be liable for any loss of or damage to any personal property in or on the rental premises or stored in rooms or places provided to Guest(s). Please use safe in the condo and lock windows and doors when away from unit.
8. Owner is not responsible for any inconveniences for which Owner has no immediate control and no refund or rate adjustment will be issued for said inconveniences. These inconveniences may include, but are not limited to, the following: (1) pool closure (2) power or water outages; (3) adverse weather and/or road conditions; (4) construction in the Wailea Ekolu Village complex and the surrounding area; and (5) units that are not decorated and/or accommodated to Guest's individual tastes.
9. We occasionally experience outages that are beyond our control. High speed wireless internet and cable are provided as a convenience only and not integral to the agreement. No refunds shall be given for outages, lack of content, speed or access to service.
10. Furnishings in the rental are subject to change at any time. They may vary from those represented on the website.
11. Hurricane or storm policy: No refunds or altered reservations will be given due to an upcoming or current storm while guests are in residence or due to flight cancellations. We highly recommend Guest(s) purchase travel insurance.
12. Trip cancellation due to sickness, epidemic or pandemic: No refunds or altered reservations will be given due to an upcoming or current sickness, epidemic or pandemic prior to guest arrival or while guests are in residence or due to flight cancellations. We highly encourage travel insurance.
13. Hawaii is located in a tropical climate. Insects, lizards & rodents thrive in this environment. We make every effort to minimize your contact with them inside & outside of the unit. Presence of these creatures does not constitute a breach of contract or offer the Guest any rights to refunds.
14. Owner shall not be held liable, or otherwise take any responsibility, for any injuries that may occur to Renter or Guest(s), and/or Guest's invitee, that is caused or permitted to be caused by the intentional, unintentional, negligent, or careless acts of said Renter, Guests, and/or invitees. The Guest(s) hereby agrees that he/she shall not file any claim, action or lawsuit against Owner(s), their representatives or agents for costs or damages arising from Renters/Guest(s) or their guests use of the property. Renter/Guest(s) agrees to indemnify and save harmless Owner(s), their representatives or employees from any and all liability, negligence on the part of either party, loss, damage, injury or death resulting from the use of the property, its fixtures and contents. Renter/Guest(s) agrees to indemnify and save harmless Owner(s), their representatives or employees from all liability, negligence on the part of either party, loss, damage, injury or death resulting from the use of Wailea Ekolu Village common areas. Property is not child-proofed. You are entirely responsible for securing the environment and supervision at all times.
15. The Wailea Ekolu Village Association of Apartment Owners reserves the right to evict Guest(s) for excessive noise, unauthorized parties on the grounds or not following the general rules of the property as posted on the grounds and in our information book in the condo. Should Guest(s) be evicted, early departure is non-refundable.
16. Guest is responsible for all shipping costs for any Lost and Found items that Owner is requested to return to Guest. Items found and not claimed within 30 days will be disposed of at the discretion of Owner.
17. Owner may terminate this Agreement upon the breach of any of the terms hereof by Guest. Guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement and shall vacate the Property immediately.
18. In the case of a force majeure event that results in owner not being able to provide the accommodation in substantially the advertised condition, owner reserves the right to issue the guest a full refund of monies paid and then cancel the contract with no further liability. Owner also reserves the right to cancel and issue a full refund in the event of sale of the Property if the purchaser refuses the request of Owner to honor existing contracts.
19. Guest(s) agrees to comply with the departure time. If the property is not vacated by checkout time, you consent to removal of all occupants and all belongings from the property and disposing of all belongings at your expense and risk of loss.
20. The golf course adjacent to Ekolu is private property, not part of Ekolu grounds. Walking on the golf course or golf path is not permitted.