

Vacation Rental Short Term Lease Agreement

This Vacation Rental Short-Term Lease Agreement (this “Agreement”) constitutes a contract between the undersigned person (“you”) and Midway Realty LLC. (“Midway”).

PARTIES.

Midway Realty, LLC (“Midway”), having its principal office at 1888 Kalakaua Avenue, Suite C312, Honolulu, Hawaii 96815, State of Hawaii Real Estate Broker License: RB- 21800, represented by its Principal Broker, Ghislaine O. Beaudoin.

Rental Party (“you”). The rental party shall consist of Guests.

1. Reservation Requirements. Reservations are not considered “guaranteed” until Midway receives your signed Agreement and receives and accepts the required deposit and full payment. Midway will place a short temporary hold on the property for your dates to provide you time to return the documents before we release your hold.

2. Deposit to Secure your Reservation and Full Payment. Midway will charge as a reservation deposit 30% of the total cost upon receiving the paperwork. The balance will be charged 30 days prior to your arrival. If payment in full is not received by Midway 30 days prior to guest arrival, reservation may be subject to cancellation without refund. A fee of \$75 will be charged for returned checks

3. Confirmation of Reservation(s). Confirmation of your reservation will be emailed to you. Please read the confirmation for accuracy of dates, mailing address, number of adults and/or children and accommodations. You must notify Midway of any errors within one business day.

4. Damage or Breakage. You are responsible for rental charges for the full duration of the reservation and for any damages or breakage to the rental property incurred during the rental period, even if a security deposit and Damage Protection (see above) have been paid. Midway may charge you for any damage or breakage or excessive cleaning costs, unless damage or breakage is covered under the Damage Protection plan.

5. Maximum Occupancy. The maximum occupancy for the rental property is the number the rental property sleeps, including children, as displayed on the Midway website for the property. The number of guests must be pre-approved by Midway, to ensure that the supply of linens matches with the number of guests. If you bring in extra guests, you must immediately notify Agent for prior approval. Additional charges may apply.

Please note the minimum age for renting a condo is 21 years of age.

6. Cancellation Policy. The reservation deposit is not refundable. Starting 30 days prior to arrival and/or after full payment of the total cost, there is no refund in the event of cancellation less cleaning charge, vacation damage protection and refundable security deposit.

7. Travel Protection. **CSA Vacation Rental Insurance has been made available with your reservation. Vacation Rental Insurance reimburses for pre-paid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. We strongly recommend you purchase this valuable protection. If not**

purchased, you acknowledge you have read and understand our cancellation policy (#7) and choose not to purchase Vacation Rental Insurance on behalf of all occupants. Separate terms and conditions apply, read your policy carefully and contact CSA at [\(866\) 999-4018](tel:8669994018) with coverage questions.

8. Rental Assignment Change. Midway reserves the right to require you to change rental properties without liability to Midway if the rental property unexpectedly becomes unavailable or uninhabitable. When comparable accommodations are unavailable, you will have the option of selecting from available properties or receiving a refund.

9. Mechanical Failures. Midway cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, audio visual equipment, computers or internet access, television or appliances. Please report any inoperative equipment to Midway immediately. Midway will make every reasonable effort to have repairs done quickly and efficiently. No refunds or rent reductions will be made due to failure of such items.

10. Listing Information. Information regarding individual rental properties is believed accurate but cannot be guaranteed. Particular furnishings and amenities are subject to change without notice.

11. Pest Control. Many different pests live and thrive in this region. Your unit has been professionally treated by a commercial pest control company with precise and complete preventative treatments in an effort to keep all the pests and bugs outside. Should you experience a pest control issue, please contact guest services so Agent may attempt to eradicate the problem.

12. LIMITATION ON LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL THE RENTAL PROPERTY OWNER OR MIDWAY AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGE, THEFT, PERSONAL INJURY, OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR RENTAL. IN NO EVENT WILL MIDWAY OR THE RENTAL PROPERTY OWNER BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNTS ACTUALLY PAID BY YOU IN CONNECTION WITH THIS AGREEMENT, EVEN IF MIDWAY OR THE RENTAL PROPERTY OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Acts of God. Midway shall not be liable nor deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

14. Credit Card Agreement. You are providing your credit card number as guarantee of payment to Midway. You agree to pay all rent and charges related to property rental. You accept all terms of the lease agreement and accept all liability for rent and charges related to property rental. You understand that these costs will be charged to your credit card. In the absence of another payment arrangement, you authorize Midway to charge your credit card for payment of these items.

15. Lost and Found. Midway nor property owner will be responsible for guest(s) personal property left behind or lost during stay.

16. Governing Law; Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Hawaii. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Hawaii.

EXHIBIT A – Rental Policies

1. Check-In/Check-Out Times. Check-in time is after 4:00 p.m. Check-out time is by 11:00 a.m.

2. Administrative Reservation/ Processing Fee: All reservations are can be subject to an administrative processing fee.

3. Incidental Charges.

- Unauthorized Late check-out: \$40/hour or daily room rate, whichever is less

- Lock out assistance: \$150 each occurrence

- Lost Keys: \$75

- Replacement Parking Cards/Passes: \$250

- Restoration Fee to Rearrange Moved Furniture: \$100

- Violations of the No Smoking Policy: \$500 for removing odor plus actual costs if anything needs to be replaced due to tar ashes or burns.

4. Provided Linens. A basic supply of towels (beach, bath & kitchen towels) and linens is provided in each vacation rental. Bed linens and bath towels are not changed during your stay.

5. Provided Starter Supplies. For your convenience, you will find a starter supply of coffee filters, dish soap, bar soap, paper goods, and basic cleaning supplies. You must purchase any required additional supplies. The kitchen is not stocked with staples or spices.

6. Internet Access. This rental property has high-speed Wi-Fi Internet access. We will send to you the access information before your arrival.

7. Accepted Forms of Payment. Midway accepts Credit Cards, PayPal, cash and personal checks with acceptable photo identification.

8. No Pets. NO PETS are allowed in the rental property or anywhere at Midway.

9. Clean Upon your Arrival. No Daily Maid Service. Midway's cleaning staff will ensure that your rental home is clean upon your arrival. There is no daily housekeeping service included. All dishes used should be run through the dishwasher or hand washed prior to departure. Please place any used towels in the bathtub prior to departure. Sheets can remain on the beds.

10. No Smoking. All rental properties are nonsmoking, no exceptions. No smoking is allowed anywhere on Midway property.

11. Pool Safety. All use of any swimming pools, spas and the surrounding area is solely at your own risk. We request that you accompany and supervise children at all times, being extra cautious in and around the pool area.