

Rental Policy and Estate Rules

Rental Policy – General

Minimum length of stay is three nights. Longer minimum length of stay restrictions of up to five to seven nights may be required during some rental periods.

The check-in time is 4:00 p.m. (local time) and the check-out time is 11:00 a.m. (local time). Early arrivals and late departures will be accommodated whenever possible, but must be arranged and agreed upon in advance in writing. If you fail to comply with the check-out time, we reserve the right to deduct daily rental from your security deposit.

The Estate property may be used for lodging only, and shall not be used for any other purpose (including, without limitation, weddings, bachelor parties, photo shoots, seminars, etc.) without the express written approval of the Estate Manager, which approval may be withheld or granted in the discretion of the Estate Manager. You may not take and/or use photographs of the Estate property for any commercial purposes. You may not sublet or grant or allow any possessory right in the Estate property to anyone.

Only persons named on the Rental Agreement may occupy and use the facilities of the Estate. No other persons are permitted to stay overnight, without the prior knowledge and express written consent of Estate Manager, which consent may be withheld in the discretion of the Estate Manager.

Maximum occupancy for the Estate property is 20 individuals (not including children under the age of 2). The maximum occupancy per bedroom is two persons, including children over the age of two years old. The occupancy restrictions are strictly enforced. Should the number of guests exceed the maximum allowable capacity, the Estate Manager reserves the right to refuse you entry to the property and to terminate the Rental Agreement, with no refund of the reservation fee or the cleaning fee.

Estate Manager has the right to enter the premises (a) in case of an emergency, (b) to make necessary or agreed repairs, alterations, improvements and/or supply necessary or agreed services (c) when you have abandoned or left the premises or (d) when eviction is necessary due to breach of the Rental Agreement.

Guests may decorate for special occasions at their own expense, but must remove and dispose of these decorations prior to departure and restore the Estate property to its original condition at Check-in. Any damage and repairs required will be charged back to you.

The property is a private estate and not a hotel. There are no legal notices for precaution as you may find in hotels.

You accept the property in "AS IS," "WHERE IS" condition. You understand and agree that Haiku House Maui management and staff will not be liable for any accidents or injuries to you or your guests and invitees while at the property.

The supervision of your children, if any, is the responsibility of the Registered Adult Guests. Be aware that the Estate may not have the same levels of safety measures that you may have in your home. Haiku House Maui management and staff are not responsible for children left



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unattended at the property.

The pool facility is unsupervised and there is no lifeguard on duty. It is your responsibility to safeguard all members of your rental party and any other guests or invitees. There shall be no glasses or glass bottles on the pool deck, or in the pool.

Any enforcement actions by local law enforcement and/or management are at the guests' sole risk and expense and may result in additional charges or immediate eviction without refund of any deposits or rents.

It is your responsibility to comply with all federal, state and local laws, including, without limitation, laws relating to visas and authorizations to enter the United States. Please contact your local office for foreign travel and passports to enquire about passport, visa and health requirements for entering Hawaii.

Payments and Cancellations

For stays of 7 nights or less, an advanced payment equal to two (2) night's rent plus tax is required to reserve the Estate, and is due upon booking. For stays of 8 nights or more, 1/3 the total rent plus tax (if applicable) is required to reserve the Estate, and is due upon booking. All payments must be made in U.S. Dollars.

The advance payment reservation fee is not a damage/security deposit. The advance payment will be applied toward the total rental fees.

In respect of all bookings, a security deposit is required against any breakage, missing items, damage or deterioration to the Estate or any adjacent property, or as otherwise set forth in the Rental Agreement.

Payments can be made in the form of credit card, bank transfer or wire payment. The balance of rent plus applicable taxes and fees are due a minimum of sixty (60) days prior your arrival date. If the balance is not received 60 days prior to the date of arrival, the reservation is subject to cancellation with no refund of the advance payment.

No refunds will be given for flight or weather delays coming into Maui. In the unlikely event that any alteration is required to be made by Haiku House Maui management, which is deemed to be significant (for example, a change of booking date), you have the right to cancel the holiday and receive a full refund of all monies already paid.

Owner shall not be responsible for any refund should we be forced to cancel or change your holiday due to circumstances amounting to force majeure, which circumstances include, but are not limited to, war or threat of war, riot, civil strife, terrorism, industrial disruption, natural disasters, fire, technical problems, adverse weather, governmental action, government travel restrictions due to health reasons and similar events beyond our control.

Reservations made within 60 days prior to the arrival date must be paid in full. Your receipt of the Rental Agreement constitutes our provisional offer to book the Estate. If we do not receive the duly completed and signed Rental Agreement within 24 hours, and relevant payment within seven working days of receipt of the booking contract, our provisional offer will expire and we may cancel your provisional booking. In this instance, we may offer the Estate to a different party.



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Owner reserves the right to cancel a booking until such time that the above conditions are met.

Receipt by Owner of the deposit payment and signed Rental Agreement confirms the booking and that you have read, understand hereby agree to these terms and conditions. The Financially Responsible Guest shall ensure that the guest registry included in the rental agreement is signed by all adults in the rental party (i.e., Registered Adult Guests), and delivered to Estate Manager not less than 14 days before arrival.

A written notice is required for cancellation. Cancellations that are made more than sixty (60) days prior to the arrival date will incur a \$500 processing fee only. Cancellations or changes resulting in a shortened stay, which are made between 60 to 31 days of the arrival date, forfeit the full advance payment. No refunds will be given for cancellations made within 30 days of arrival, excluding the security deposit.

Early departure does not warrant any refund of rent or deposit.

Should there be a fire, flood, sale of the Estate or any other circumstance that would prevent Owner from renting the Estate, Owner reserves the right to cancel the reservation. The rental party's sole remedy for said cancellation is a full refund of all rent payments, cleaning fees and any security deposit paid.

Owner encourages every guest to purchase travel insurance for the duration of their stay. Insurance should, at a minimum, include trip cancellation coverage, medical expense coverages, emergency evacuation coverage, baggage coverage, baggage delay coverage, travel delay coverage and 24/7 travel assistance services security deposit.

A \$5,000 security deposit will be held for all bookings at Haiku House Maui. You will be responsible for any breakages, damage or deterioration to the Estate, adjacent properties, grounds during your stay caused by you, any member of the rental party or your guests and other invitees. These costs will be deducted from the security deposit. If the damages are greater than that of the deposit, you will be responsible for these costs.

We recommend that you ensure that your insurance policy covers accidental damage to the Estate and its contents. The security deposit is due not later than 30 days prior to Check-in and will be refunded no later than 21 days after your departure via the original method of payment, less any charges have been against the deposit as set forth herein. Owner is not responsible for any fluctuation in exchange rate, and the amount returned will be returned in USD.

All breakage, spills and damage by a guest or visitor must be reported to the Estate Manager promptly. In many cases, the quicker the response, the less the damage and subsequent potential deduction from your security deposit.

Privacy

It is our policy to maintain the privacy of our guests. Accordingly, unless authorized by you or required by law, we will not release information about your booking or the members of your rental party, so please remember to ensure that your family, friends and acquaintances have alternate means of contacting you.

Estate Rules

The following rules apply to all members of the rental party and their guests and invitees:

- Please observe the Hawaiian tradition by removing your shoes and other footwear before entering the residence or cottage. No outdoor footwear is to be worn inside the dwelling. Any damage caused to the floors as a result of wearing shoes or other outdoor footwear with heels will be charged to you.
- Use of the fireplace in the library is prohibited.
- No burning of candles or open fires are allowed in the house.
- BBQ must be turned off and cleaned following its use.
- Please keep the driveway gate closed at all times (unless entering or exiting).
- We ask you to keep screens shut and bugs outside.
- Children must be accompanied by adult supervision when using the treehouse or swings.
- Do not sit on interior furniture in wet swimsuits or with suntan oil on bare skin.
- Wash all sand and mud off before entering the building using the hose outside.
- Do not flush ANYTHING other than toilet paper down the toilets. The house is on a septic system, and anything other than toilet paper will cause severe damage and high potential costs.
- Do not put food down the garbage disposal.
- Turn off all in-room air conditioning units, lights and fans while not in use to conserve energy. Please turn "fire pit" and "lanai" speakers down after 10pm to minimize exterior noise.
- Do not leave fire pit on unattended.

Noise and Neighborhood

Haiku House Maui is located in a tranquil, residential community and guests must respect quiet hours between 10pm to 8am. Sound that is audible beyond the property boundaries during non-quiet hours shall not be more than would be otherwise associated with a quiet and peaceful residential area. Amplified sound that is audible beyond the property boundaries is prohibited at all times.

The Estate property must be treated with respect and consideration. We ask that the peace and privacy of all neighbors to this home be respected at all times. Guests must not undertake or allow any activities that interfere with the neighbors' right to quiet enjoyment of their property. Guests must use common sense in keeping noise volume low after sunset.

Amplified or sound audible beyond the property boundaries during quiet hours (10:00pm – 8:00 am) is strictly prohibited and grounds for eviction, loss of rental paid and extra charges for security and other expenses which may be deducted from the security deposit.

Guests and visitors must not engage in anti-social behavior and must minimize their impact upon the residential amenity of neighbors and the local community.

Due to our peaceful setting, neighbors are sensitive to noise and will call the Estate Manager or Police if you have parties or make loud noises. If the Police are called we may lose our permit to provide short term rentals; you will be immediately evicted, will lose your damage deposit,

and may be held responsible for consequential damages.

Use Restrictions

If you, a member of your rental party or any other guest or invitee behaves in a manner that is illegal, that causes or is likely to cause a danger, excessive disturbance (i.e. to neighbors), damage to the Estate or related real or personal property, or acts in breach of any provision of the booking terms and conditions, your rental may be terminated immediately and you will be asked to leave. In this event, you will not receive any refund and you will be fully liable for any expenses incurred as a result your behavior or the behavior of the persons in your rental party or other guests or invitees.

The Estate is not to be used for parties in or around the rental property, or in any common areas or facilities, or for gatherings beyond the registered number of guests. Rental of the Estate property is limited to groups that will not disrupt the peace and quiet of the neighborhood, such as quiet families, corporate or wellness retreat groups.

The Financially Responsible Person must be present during the entirety of the rental period and must be at least 25 years old. All adults are required to sign the guest registry attached to this Rental Agreement. We reserve the right to request proof of age, such as a valid driver's license, passport or other government-issued photo identification. If it is discovered that the Financially Responsible Guest fails to meet the minimum age requirement, we may immediately evict all members of the rental party, and all payments made by any financially responsible guest will be immediately forfeited.

Parking

All members of the rental party and their guests and invitees must comply with the parking regulations and other requirements set out below and show consideration to neighbors and other vehicles:

- All persons must park under the porte cochère or along the driveway near the residence and cottage.
- If parking on the driveway (i.e., not in a formal parking stall), the driveway must have sufficient space for another vehicle to pass.
- The maximum speed in and out of our driveway is 5 mph
- No more than 10 cars are allowed on property
- No parking on the grass
- No parking along the street

Garbage and Recycling

Help keep Maui beautiful by recycling. The Estate management will be happy to take your separated and organized recycling to be recycled when we do the daily garbage service. Should this service be declined by you, it is your responsibility to dispose of garbage and recycling in accordance with the usual practice at the Estate, in the allocated bins. Rubbish must not be left in public or common areas.

Security

The Estate is equipped with a number of personal safety deposit boxes. If you require assistance with these please contact a member of the team. There is no charge for this service.

No other security is provided at the Estate.

Swimming Pool

The following rules and precautions apply for our Swimming Pool usage:

- Quiet hours of 10:00 pm – 8:00 am must be respected at the pool and surrounding deck area.
- No glassware is permitted in the pool area. Non-glass drinkware are available for use at the pool.
- Children are only allowed in the pool with adult supervision.
- There are no lifeguards at the pool.
- Never leave young children alone near the swimming pool.

As a private facility, we provide some common pool toys and safety equipment for the use of guests. The safety equipment may be less than you are used to, always check and test gear out before using it. Owner and the Estate management are not responsible for the quality of safety equipment provided. If in doubt, please bring or purchase your own gear.

Sometimes cleaning of the swimming pools will be necessary, we will try to do this at appropriate times in order to minimize disruption, but in some cases, this may be unavoidable.

Smoking

Smoking is strictly forbidden in the residence and cottage and any area that is not specifically designated for smoking. Please use designated smoking / butt receptacles. Evidence of smoking in or about the residence or cottage will result in forfeiture of all amounts paid and possible eviction. In the event that smoking has occurred in the residence or cottage, a minimum additional cleaning of \$1,000 will be deducted from the security deposit.

Pets

Pets are not permitted at the Estate property. Any evidence of pets at the Estate may result in immediate eviction, forfeiture of all amounts paid, and additional cleaning fees being deducted from the security deposit. Additional cleaning charges and room restrictions for pets may apply to minimize exposure for future guests. The pet restriction and cleaning charge do not apply to a legitimate service animal that is individually trained to do work or perform tasks for a person with a disability. All service animals must have proper documentation submitted 30 days prior to arrival.

Power Outages and Emergencies

In the event of an emergency relating to the Estate, please contact the Estate Manager and refer to the red emergency policies binder located in the den on the ground floor. Power outages are relatively common on Maui's north shore. In the case of a power outage at the Estate, all rooms are equipped with flashlights or lanterns. If the outage is in excess of 15 minutes please contact the Estate Manager. Temporary back-up power is available in select areas of the Estate.

Third Party Services



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Upon request, Estate management may help arrange services from third party vendors, such as surf instruction, equipment rentals, airport transfers, childcare, babysitting, grocery service, private drivers, spa services and other such activities and third-party services.

Any booking the Estate management arranges for you with a third party will be subject to that party's terms and conditions of business. You will be responsible for the costs of any third-party service. All costs must be settled prior to the end of your booking. Neither Owner nor Estate management is responsible for any outstanding costs due to a third party supplier and reserves the right to deduct any outstanding costs, including taxes and credit card fees, from the security deposit.

Property and Service Description

Haiku House Maui endeavors to ensure all information on our marketing materials and website regarding the property description, services offered and prices displayed are accurate. In some circumstances changes and errors occur and Owner reserves the right at any time to correct prices or inaccuracies in these circumstances.

Compliance

Breach of these House Rules is a breach of the terms and conditions of occupancy. The Estate Manager reserves the right to terminate permission to occupy and to evict from the Estate, any member of the rental party or other guest or invitee who refuses to follow these estate rules or who causes a nuisance.

Where required to ensure compliance, Estate Manager must make guests and visitors aware that:

Depending on the Terms and Conditions of the contract between the Registered Adult Guest and Owner, the consequences of not meeting the requirements of this Code of Conduct can include enforcement action from Owner and its employees and agents, including the Estate Manager, and, in some instances, the local law enforcement.

Such enforcement action could result in termination of permission to occupy the Estate, eviction, loss of rental paid, deductions from security deposits and extra charges.

It is therefore important for all members of the rental party be aware of their obligations and of their responsibilities to make any visitors to the Estate aware of these requirements to maintain the amenity of the Estate and its neighborhood.

Complaints

The members of the rental party must promptly notify the Estate Manager of any problems or incidents at the Estate property, or complaints from neighbors, and must fully cooperate in any incident investigation.