

# Whalers Investment Group, LLC. / Rental Agreement Vacation-Maui.Com

2580 Kekaa Drive, Suite 118 Kaanapali, HI 96761 (808)661-3484 / (800)676-4112 / Fax (808)661-8338

## Terms and Conditions / Credit Card Authorization Form – 2018/2019

**\*\*NO PARTIES, PETS OR SMOKING ALLOWED AT ANY OF OUR PROPERTIES\*\***

### **OCCUPANT LIST (names, including children must be provided)** \_\_\_\_\_

**Occupancy:** Maximum occupancy limits children included are listed on each properties webpage and strictly enforced. Our homes and town homes are located in quiet residential neighborhoods; **excessive noise, parties, and occupancy violations may result in Maui County Police evictions and fines up to \$2000/day.** Whalers Investment Group, LLC., LLC. reserves the right to terminate occupancy without refund should violations of house rules or occupancy limits occur.

**Rates: Prime Season:** January 5 – April 11, June 15 – August 20 and November 20 – 28. **Regular Season:** April 12 – June 14, August 21 – November 19 and November 29 – December 19. **Holiday Season:** December 20 – January 4. **(Check for rates).** Rates are subject to Hawaii State Taxes, current GE @ 4.166% and TA @ 9.25%, **and subject to change.** **Minimum Stay Policy:** Prime and Regular Season, **5-7-night minimum**, Holiday Season, **14-night minimum.** **Owner Guest Reservations:** Owner direct bookings are unit specific and Whalers Investment Group, LLC., LLC. is **not responsible** for owner representations.

**Payment Policy:** Upon booking, a (3) night charge is made to your credit card. The following documents must be SIGNED by you and RECEIVED by us within 72 hours to CONFIRM your reservation: 1) Rental Agreement/Credit Card Authorization Form 2) List of ALL occupants 3) House Rules & Liability Release (homes only). Credit Cards accepted (American Express, MasterCard & Visa). Check or money order is preferred for final payment which is due 45 days prior to arrival, except for Holiday Season December 20 to January 4; when final payments are due by October 15th.

**\*\*Unprinted checks or debit cards are not accepted – US Funds only\*\***

**Credit Card Authorization & Security Deposit:** Reservations are not confirmed until we receive the initial three-night deposit and a signed Credit Card Authorization Form (CCAF). The CCAF establishes credit and guarantees payment for charges that may result from any damages, excessive cleaning, house rules violation fines, or loss to the property or its contents; caused by guest during their stay. **Homes:** Reservations are not confirmed until we receive the initial three-night deposit, acknowledged House Rules & Liability Release. **Security Deposit.** When booking online, you may make your initial deposit and confirm your reservation immediately by utilizing our On-Line Credit Card interface. At time of final payment either a \$3,000 security deposit or a \$49 accidental damage insurance policy must be paid. All deposits shall be held in client trust accounts, security deposits are fully refundable less the cost of any damages, replacement of missing inventory, excessive cleaning or association fines within 14 days of departure; any interest earned on deposits shall be paid to Whalers Investment Group, LLC., LLC.

**Cancellation Policy:** All payments are non-refundable after final payment due date unless space is resold. If cancellation is called in prior to final payment “date”, monies are refundable less a \$40 cancellation charge and any insurance charges. No refunds are made for un-used nights regardless of cause. Reservations are unit “specific” and cannot be changed by guest after “full payment date”. To protect your investment, optional **Vacation Rental Insurance is available** and priced on your confirmation; go to (<http://www.vacationrentalinsurance.com>) for details. **\*REQUIRES ACROBAT READER\***

**Cleaning Services:** Your unit will be prepared for your arrival including linens, two sets of towels per person, starter kitchen and bathroom amenities, i.e., dishwashing liquid, dishwasher soap paper towels, soap and toilet paper are initially provided but not replenished. No mid-stay cleaning is provided. **\*\*Beach towels are not provided\*\***

**Maintenance:** All of our units are individually owned and decorated. Please do not remove linen, dishes or other items from the unit, as they belong to the owner. Additional charges **will be** incurred for damages, lost items, or excessive checkout cleaning caused by guests during their stay. **Repair Issues** may arise: There is a labor shortage on the Island and materials may need to be shipped in, there may be some delays in completing repairs. **Refunds or credits** are not provided for maintenance, cleaning or pest issues as long as we are making our best efforts to complete or correct them.

**Check-in:** You will receive an email with mobile app instructions that will provide all your arrival and check-in information one week before your arrival. **Check-in time is 3 P.M.; Checkout time is 11 A.M.** **A late checkout “must be prearranged” and is subject to a 1/2-day charge.** **Any unapproved late checkouts past the 11 am checkout will result in a full day charge.**

**Reservation Guarantee:** Whalers Investment Group, LLC., LLC. cannot absolutely guarantee specific reserved unit numbers or accommodations. Whalers Investment Group, LLC., LLC. reserves the right to substitute alternate accommodations of similar type up to and including the day of arrival. **All reservations are subject to change or cancellation** for reasons including but not limited to strikes, owners request, sale of unit, changes in State or County Laws, acts of God, or failure of guests to vacate as scheduled.

**Disclosures:** The Hawaiian sun is strong use sunscreen or stay in the shade like the locals between 10-4, you may experience strong ocean conditions be alert as there are no lifeguards at the beaches, the amount of sand at the beaches in Hawaii is effected by heavy surf, currents, and high & low tides thus the beach size may vary from month to month, Maui has a rural Hawaiian atmosphere that may include the occasional rooster, please don't kill any geckos they are friendly and considered good luck in Hawaii, although the owners hire professional pest control services pest (ants, roaches & rodents) can't be completely controlled in the tropics and finally the online pictures best represent the property interiors although they are not entirely accurate as owners are always upgrading and improving. **\*\* Whalers Investment Group, LLC., LLC. is not responsible or liable for any issues relating to but not limited to pests, health, and security or lost and stolen items that may occur during or after your stay.\*\***

**Registration: No Subleasing** - the party signing this agreement must register with the Front Desk or Office during business hours and be the responsible occupant for the entire term of the agreement. Most properties charge “registration, key service, or parking fees.” Such fees are set by the individual properties and not Whalers Investment Group, LLC. You are subject to and liable for these charges, in most cases they are not included in your rate and may change with or without notice. **PUAMANA guests only:** You must register at the clubhouse to pick up your parking pass and pedestrian gate code. The Puamana Registration Fee is collected at time of final payment and forwarded to the Association prior to your arrival: \$10/day + tax (\$160 + tax maximum). The second car is \$10/day + tax (\$160 + tax maximum) collected at the clubhouse. Two car maximum. **Please check the web page for the property you are booking for occupancy limits or special instructions regarding parking; there are some properties with a one-car maximum. Vehicles may be towed at owners expense if not registered at Club House.**

**Accidental Damage Protection:** This Security Deposit Protection plan covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check-out. The policy will pay a maximum benefit of \$3,000. Any damages that exceed \$3,000 will be charged to the credit card on file. Certain terms and conditions apply. Full details of the Security Deposit Protection coverage are contained in the Certificate of Insurance or Insurance Policy. By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly Whalers Investment Group, LLC., LLC. any amount payable under the terms and conditions of the Security Deposit Protection. Please [click here](#) to obtain your insurance policy if you have paid for the plan. If you have to cancel and don't get a chance to check in, the cost of the plan will be returned to you. In the event you decline the plan a \$3,000 security deposit will be required to confirm your reservation.

**Smoking:** State Law prohibits Smoking in all areas open to the public that include, but are not limited to restrooms, lobbies, reception areas, hallways, bars, vacation rental rooms & lanais, restaurants, retail service establishments and retail stores. **Thus all of our accommodations are Non-Smoking.**

**Confirming your reservation is deemed acceptance of the terms and conditions \*Subject to change without notice\***

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