

Please read to ensure all information is correctly displayed and sign this Rental Agreement and return it by mail, e-mail, or fax to the rental office upon receipt.

**COVID-19 CORONAVIRUS INFORMATION:** The State of Hawaii and the County of Maui have issued Proclamations and rules intended to reduce risks associated with COVID-19 Coronavirus infection, which can cause serious health problems including death. State rules require 14 days of quarantine by each person arriving from out of state unless they show negative results from a recent Coronavirus test. (If you are required to quarantine in Hawaii, DO NOT come to Makani Sands. We are not licensed or equipped to accept any guest who is under mandatory quarantine.) While you are at Makani Sands you are required to obey all government proclamations and house rules, which may include social distancing of at least six feet and the use of a mask covering both mouth and nose while not exercising. We have instituted additional cleaning and disinfecting procedures to help protect guests and employees. However, the Coronavirus entails inherent health risks which are not well understood and cannot be foreseen. Therefore, all guests agree that they and all members of their party including minors visit Makani Sands and the island of Maui at their own risk, and will not hold any other party responsible if they should acquire a Coronavirus infection.

**PAYMENT TERMS:** Deposit is required the day you book your reservation. Full balance will be due 30 days prior to arrival date. We accept VISA/Mastercard, American Express and Discover cards. After full payment is received, there will be NO Refunds. We suggest you purchase travel insurance in case of an emergency.

**CANCELLATION POLICY:** There will be a \$50.00 cancellation fee on all cancelled reservations. If you cancel a reservation prior to 30 days of your arrival date, you will receive a full refund, less the cancellation fee. If you do not cancel within the designated time frame, you may find another guest to take over your reservation in the same unit for the same dates, in which case your funds will be returned to you after the replacement funds are received by us, and the new rental agreement is returned to us signed. It is also possible that we will find someone to book the unit for all or part of your time, and a comparable refund will be sent to you.

**SMOKING POLICY:** There is NO SMOKING in the condos or on the lanais. Hawaii state law requires that you are at least 20 feet from the building when smoking. We have designated smoking areas. There will be a \$250 charge with any evidence of smoking in or around the condos.

**DAMAGE/LOSS/DISTURBANCE POLICY:** The condo unit is individually owned and decorated. Please do not remove any furnishings, equipment or items from the unit. Guest will be solely liable for any additional costs, charges, expenses resulting from any damage, lost or stolen items or excessive check-out cleaning. Neither the Owner or Manager will be responsible for lost, stolen or damaged items. Manager will use its best efforts to ensure that all equipment within the unit is in good working order, although neither Manager nor Owner guarantees that any equipment will not break down during your stay, and therefore such a break down does not constitute a breach of this Agreement or give Guest any right to any refund or rental adjustments for any such mechanical failure. In the event of a break down, Manager will use its best efforts to remedy the situation as soon as possible after notification of the break down. Guest understands that there is no guaranty that properties adjacent to the unit will be free from disturbances, including but not limited to noise or inconvenience from construction, traffic or other guests or neighbors, and any such disturbance shall not constitute a breach of this Agreement or give Guest any right to any refund or rental adjustment. Guest also understands that Hawaii is located in a tropical climate and that insects, rodents and lizards flourish in this environment. Although Manager will use its best efforts to hold to a minimum your interaction with these pests during your stay, Guest understands that contact with pests does not constitute a breach of this Agreement or give Guest any right to refund or rental adjustment. Any issue will be reported to Manager or Owner immediately. Guest understands that Manager and Owner shall have a reasonable amount of time to restore rental to acceptable conditions.

**CHECK OUT:** Check-out time is 11am. Late check-outs may be arranged based upon availability and for a fee.

**CHECK IN:** Instructions will be sent 2 weeks prior to arrival.

**Losses:** There is a \$20.00 lost towel charge.

**PRIVACY POLICY:** Please note that when booking with us Maui Lodging Properties, LLC or Makani Sands Rental will never share your personal information with anyone. The information we receive will only be used for the purpose of completing your reservation stay at our facility.