

**The Hula Hut**  
**75-6056 Alii Drive, Kailua-Kona, HI 96740**  
**(808)326-1623**  
**TENANT VACATION RENTAL AGREEMENT AND INFORMATION SHEET**  
**PLEASE SIGN AND RETURN WITH PAYMENT**

Tenant Name \_\_\_\_\_

Tenant address: (include city, state, and zip code) \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone \_\_\_\_\_ Cell \_\_\_\_\_

email address \_\_\_\_\_

RESERVED DATES:

IN: \_\_\_\_\_ at 3 p.m. OUT: \_\_\_\_\_ at 11 a.m..

Number of Adults \_\_\_\_\_; Children \_\_\_\_\_

**\* No more than 8 persons are to be residing on the property at a time. \_\_\_\_\_ please initial)**

TOTAL RENT FOR \_\_\_\_\_ DAYS @ RATE \_\_\_\_\_ = \$ \_\_\_\_\_

(Please refer to the rate schedule at the bottom of the page)

RESERVATION DEPOSIT DUE NOW (equal to half of the total rent) **(unless rental period is for less than 1 week\*)**

(Payable to Jill Fusari)

**PAYMENT SCHEDULE:**

**\*If rental period is for less than 1 week, entire amount due within 7 days of reservation. No refunds.**

**1/2 of total rent due within 7 days of reservation to hold your requested dates.**

**Remaining 1/2 of rent due 60 days prior to arrival date. (Non-refundable within 60 days of arrival, see #12 below)**

**\*If you do not wish to use a credit card for the damage deposit, please include a check for \$500.00 which will be held until your departure.**

**CREDIT CARD INFORMATION FOR DAMAGE DEPOSIT ONLY\***

PLEASE PROVIDE A VALID CREDIT CARD FOR THE SECURITY/DAMAGE DEPOSIT. YOUR CARD WILL NOT BE CHARGED UNLESS DAMAGE OCCURS. \*

**Credit card to be used only for security/damage deposit.**

\*PAYMENT BY CREDIT CARD: (Sign here) \_\_\_\_\_

THIS SIGNATURE CONFIRMS AUTHORIZATION, FOR JILL OR GARY FUSARI TO DEBIT CREDIT CARD ACCOUNT

VISA # \_\_\_\_\_ OR MasterCard # \_\_\_\_\_ WITH AN

EXPIRATION DATE OF \_\_\_\_\_ FOR ANY DAMAGE THAT OCCURS DURING THE DATES COVERED BY THIS

CONTRACT.

**CREDIT CARD INFORMATION FOR DAMAGE DEPOSIT AND TOTAL RENT**

\*PAYMENT BY CREDIT CARD: (Sign here) \_\_\_\_\_

THIS SIGNATURE CONFIRMS AUTHORIZATION, FOR JILL OR GARY FUSARI TO DEBIT CREDIT CARD ACCOUNT

VISA # \_\_\_\_\_ OR MasterCard # \_\_\_\_\_

WITH AN EXPIRATION DATE OF \_\_\_\_\_ FOR THE FIRST HALF OF THE TOTAL RENT, AND THEN SUBSEQUENTLY THE REMAINING BALANCE TO COMPLETE FULL PAYMENT OF SAID RESERVATION.

**\*Please note that if using a credit card there is an additional 2.50% added to the total charged (not refundable).**

\*\*\*\*\*PLEASE NOTE\*\*\*\*\*

OCCUPANCY LIMITS - The Tenant certifies the limitations of this dwelling have been carefully read as set forth in this Rental Agreement INCLUDING LIMITATIONS ON NUMBER OF PERSONS TO OCCUPY THE PREMISES and agrees to abide by such

limitations (\*see above). Tenant agrees that if such limitations are exceeded, the owners shall have the right to cancel this agreement, and all tenants will need to vacate the premises, forthwith. In the event it becomes necessary to cancel this Agreement as provided for in this clause, any monies paid by Tenants will be forfeited by Tenants as liquidated damages.

1. AGREEMENT: Jill and Gary Fusari, Becky and Daniel Nutt, and Thomas and Chantal Walsh, the Owners, and Tenant agree as follows: Above Tenant is an adult and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or responsible adults. Use of the premises will be denied to persons not falling within the foregoing categories, and as a result they would have to vacate the property immediately without any refund. No keys will be issued to anyone who is not an adult.

2. DEPOSIT (half of total rent): The deposit is due WITHIN 7 DAYS of making your reservation. FAILURE TO RECEIVE YOUR MONIES WITHIN THE 7 DAY PERIOD MAY RESULT IN CANCELLATION OF YOUR RESERVATION. If the rental period is for less than 1 week, the entire amount is due and payable upon reservation, there are no refunds on periods of less than an entire week.

3. CLEANING FEE. If unusual cleaning is necessary, there will be an additional charge to your credit card. We require a credit card as security deposit. You will be contacted within 14 days of your departure regarding any charges we must make to cover long distance or toll calls not charged to a credit card, missing items, lost keys, damage to the house or its contents, or any excessive cleaning that may be required.

4. PETS. No pets allowed.

5. SMOKING. This is a non-smoking house. Smoking is not permitted inside the house.

6. LIABILITY AND DAMAGE. Tenant shall indemnify and hold Owner free and harmless from any and all liability, claims, loss, damage or expenses including attorney fees arising by reason of any death, injury, illness or property damage sustained by any person including Tenant or any agent, employee, guest or invitee of Tenant where such death, injury, illness or property damage that is:

- a. allegedly caused by a negligent or intentional act of Tenant or any guest, invitee or agent of the Tenant, and/or
- b. allegedly caused by a negligent or intentional act of Owner or any guest, invitee, agent or employee of Owner, unless there is gross negligence by owner.

Landlord nor their agents shall be liable for any of or damage to personal property of the tenant, or invitees, from theft, vandalism, fire, water, rain, acts of God, interruptions of utilities, acts of others or other causes whatsoever.

7. SWIMMING POOL & PATIOS: Tenant hereby acknowledges that the property they have reserved includes a swimming pool, and is fully aware that the swimming pool and surrounding patio/deck can be dangerous, that the patio/deck can be slippery when wet, and that injury is likely to occur to anyone who is not careful. Tenants should observe and adhere to all rules and policies as posted at the property. With full knowledge of the above facts and warnings, the undersigned accepts and assumes all risks involved in or related to the use of the pool and patio areas. **Pool use is prohibited after 10:00 p.m. and under no circumstances shall children be allowed to use the pool without an adult present.**

8. NOISE/NUISANCE. Tenant shall not disturb neighbors with loud noise or music, or unlawful, unsafe or pollution-causing behavior. Should Tenant allow or participate in such behavior, Tenant will be evicted and forfeit the remainder of the rental fee and the security deposit.

9. UTILITY CHARGES. Rental rates include utilities, except long distance telephone charges. YOU MUST USE A PHONE CALLING CARD TO MAKE LONG DISTANCE TELEPHONE CALLS.

10. WHAT WE SUPPLY. The property is equipped and set up as a fully furnished property that will include bedspreads, linens, blankets, pillows, towels, as well as a fully equipped kitchen, TV, stereo, BBQ grill and outdoor furniture. Please bring your own toiletries.

11. CANCELLATION: Should you wish to cancel this reservation, notice of cancellation MUST BE IN WRITING AND RECEIVED MORE THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE. We will refund the sums you have paid, less a \$250.00 cancellation fee. If your notice of cancellation is RECEIVED LESS THAN 60 DAYS PRIOR TO YOUR CHECK IN DATE, you will forfeit all sums paid, unless we are able to re-rent the property to someone else, at the same rate, for the same period. If the property is rented we will only charge the \$250.00 cancellation fee.

12. MAILING ADDRESS: This signed agreement along with a check should be mailed to: Jill Fusari, 75-6056 Alii Drive, Kailua-Kona, HI 96740.

TENANT SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

RATES FOR THE HULA HUT:

\$2100.00 per week (one week minimum)\*

\$2500.00 per week during Iron Man Triathlon (2 week minimum)\*

**Prices do not include 11.42% tax.**

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