

KAHILI COAST AGREEMENT TERMS AND CONDITIONS

This Lease Agreement ("Lease") is entered by and between Joshua Tyau, Kahili Coast LLC ("Host") and the ("Guest"). Host and Guest may collectively be referred to as the "Parties." The Parties agree as follows:

PREMISES: The host hereby leases the premises located at 56-XXX Kamehameha Hwy in the City of Kahuku 96731, State of Hawaii, (the "Premises") to the Guest. This short term rental contract is the entire home located at this residence. The rental unit includes 3 bedrooms, 3 bathrooms with kitchen, dining room, living room and laundry. This rental also includes a front and back yard. Three parking spaces are provided in the open carport in front of the house. Rental unit has been provided fully furnished including but not limited to all furnishings (bed frames, sofas, tables, nightstands, sectionals, patio set, benches), appliances (microwave, oven, dishwasher, refrigerator, coffee maker, washer, dryer), accessories (décor, towel holders, ladders, lamps, pillows, remote controls). Also included in the rental unit are linens, towels, beach towels, etc. All items provided with the rental unit are considered part of the furnishings and shall remain as part of the rental unit.

TERM: The Guest agrees to a short term fixed lease term as listed. This lease agreement is in effect from check-in time listed to check-out time listed.

PAYMENT: 50% deposit upon booking. 50% remainder including security deposit 14 days before check-in reservation date. Full payment constitutes execution of this agreement.

CANCELATION: Guests who cancel at least 30 days before check-in reservation date will get back 100% of the amount they've paid. Guests who cancel at least 14 days before check-in reservation date will get back 50% of the amount they've paid. If guest cancel less than 14 days there shall be no refund.

GUEST SECURITY AND PRIVACY: The Host shall not enter the interior premises of the house without the express knowledge of the Guest, except as required in an emergency situation (i.e. water leak, fire alarm etc.) The Host shall notify the Guest at all times if entering the premises. The host shall notify the guests of presence when performing yard work such as mowing the lawn, maintaining planters, watering plants, etc. The host shall notify the guests of presence when performing maintenance or housekeeping work including but not limited to trash removal or various maintenance needs.

QUIET ENJOYMENT: Guest shall be entitled to quiet enjoyment of the Premises and Host will not interfere with that right, as long as Guest pays the rent in a timely manner and performs all other obligations under this Lease.

POSSESSION AND SURRENDER OF PREMISES: Guest shall be entitled to possession of the Premises during the Lease Term. At the expiration of the Lease, Guest shall peaceably surrender the Premises to the Host or Host's agent in good condition, as it was at the commencement of the Lease, reasonable wear and tear excepted.

USE OF PREMISES: Guest shall only use the Premises as a residence. The Premises shall not be used to carry on any type of business or trade without prior written consent of the Host.

Guest will comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises.

OCCUPANTS: Guest agrees that no more than 6 persons may reside on the Premises without prior written consent of the Host.

CONDITION OF PREMISES: Guest or Guest's agent has inspected the Premises, the fixtures, the grounds, building and improvements and acknowledges that the Premises are in good and acceptable condition and are habitable. If at any time during the term of this Lease, in Guest's opinion, the conditions change, Guest shall promptly provide reasonable notice to Host.

ASSIGNMENT AND SUBLEASE: Guest shall not assign or sublease any interest in this Lease. All sublease arrangement must be made with prior written consent of the Host, which consent shall not be unreasonably withheld. Any assignment or sublease without Host's written prior consent shall, at Host's option, terminate this Lease.

DANGEROUS MATERIALS: Guest shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.

PETS: Guest shall not keep any pets on the Premises without the prior written consent of the Host.

MAINTENANCE AND REPAIR: Guest shall promptly notify Host of any damage, defect or destruction of the Premises or in the event of the failure of any of the appliances or equipment. Host will use its best efforts to repair or replace any such damaged or defective areas, appliances or equipment.

SEVERABILITY: If any part of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

INSURANCE: Host and Guest shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Guest understands that Host will not provide any insurance coverage for Guest's property. Host will not be responsible for any loss of Guest's property, whether by theft, fire, riots, strikes, acts of God or otherwise. Host encourages Guest to obtain renter's insurance or other similar coverage to protect against risk of loss.

BINDING EFFECT: The covenants and conditions contained in the Lease shall apply to the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

ENTIRE AGREEMENT: This Lease constitutes the entire Agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other Agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by both Host and Guest.

NOTICE: Any notice required or otherwise given pursuant to this Lease shall be electronically mailed (e-mailed).

CUMULATIVE RIGHTS: Host's and Guest's rights under this Lease are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.

WAIVER: The failure of either Party to enforce any provisions of the Lease shall not be deemed a waiver of limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of payment by Host does not waive Host's right to enforce any provisions of this Lease.

INDEMNIFICATION: To the extent permitted by law, Guest will indemnify and hold Host and Host's property, including the Premises, free and harmless from any liability for losses, claims, injury to or death of any person, including Guest, or for damage to property arising from Guest using and occupying the Premises or from the acts or omissions of any person or persons, including Guest, in or about the Premises with Guest's express or implied consent except Host's act or negligence.

LEGAL FEES: In the event that the Guest violates the terms of the Lease or defaults in the performance of any covenants in the Lease and the Host engages an attorney or institutes a legal action, counterclaim, or summary proceeding against Guests based upon such violation or default, Guests shall be liable to Host for the costs and expenses incurred in enforcing this Lease, including reasonable attorney fees and costs. In the event the Guests bring any action against the Host pursuant to this Lease and the Host prevails, Guest shall be liable to Host for costs and expenses of defending such action, including reasonable attorney fees and costs.

NOISE: Guest shall not cause or allow any unreasonably loud noise or activity in the Premises that might disturb the rights, comforts and conveniences of other persons. Quiet hours shall be between the hours of 10:00 PM and 8:00 AM.

PARKING: Guest is granted permission to use 3 parking space(s) in the open carport outside of the house for the purpose of parking during the term of this Lease. Host is not responsible for, nor does it assume any liability for damages caused by fire, theft, and casualty or any other cause whatsoever with respect to any car or its contents. Guest shall not park in driveway if vehicle is leaking oil or fluid of any kind that may stain or damage the driveway. Damage to the driveway from leaking fluid shall be subject to the security deposit.

LOCKING OF ENTRANCE DOORS: Host reserves the right to close and keep locked all entrance doors of the building during such hours as the Host deems advisable for the safety and protection of the building and its occupants. Guest shall not prop open any entrance doors.

DWELLING: Guest is only entitled to occupy the dwelling listed above. This Lease does not entitle the Guest to use of any area outside of the dwelling including, but not limited to, the attic or the garage without permission from the Host.

WATER LEAKS: Guest is to notify the Host immediately if Guest notices any running water in the faucets in the kitchen, bathroom-sink, bathtub or any other faucets. If the toilet is running and does not shut off properly, Guest is to notify Host immediately. If Guest does not notify Host of any water leaks and it is determined that the water bill is in excess because of this leak, Guest will be responsible financially for paying the difference in the water bill.