

VACATION HOME RENTAL AGREEMENT

Sunshine Pointe

"Vacation Rentals by Owner"

6700 Sunshine Canyon Drive

Boulder, Colorado 80302

808-747-5879 OR 303-589-7870

See us on the web at:

Sunshinepointe.com

Dear,

Thank you for choosing the magic of Hale Kona A'ekai at Kona Bay for your vacation! This Hawaiian beachfront tropical paradise home has won rave reviews and we look forward to sharing it with you. This Agreement will confirm your rental of:

Hale Kona A'ekai:

RESERVATION

Hale Kona A'ekai

27 Kona Bay Estates

75-5484 Kona Bay Drive

Kailua-Kona, Hawaii 96740

Your reservation confirmation is #

of Guests: Adults: Children:

Guest List:

Tenant Name:

Address:

Primary Phone:

Secondary Phone:

Email:

Secondary Email:

BILLING INFORMATION

50% of Rental is due within 10 days of booking and 50% due 60 days prior to arrival

IMPORTANT PLEASE NOTE: *****CHECK-IN AFTER 4:00 PM*****CHECK-OUT BY 11:00 AM*****

EARLY CHECK-IN/LATE CHECK-OUT:

---If you enter the home before 4:00 PM you are subject to an early check-in fee of up to \$200/hr.

---If you check out after 11:00 AM on check out day you are subject to a late check-out fee of up to \$200/hr.

*****PLEASE RESPECT THE CHECK-IN/CHECK-OUT TIMES TO AVOID EXTRA CHARGES*****

TOTAL RENTAL

DEPOSIT RECEIVED:

DATE/AMOUNT

NEXT AMOUNT DUE:

PLEASE COMPLETE YOUR RESERVATION:

There are three simple steps to complete your reservation.

***1. STEP ONE: LEASE AND PAYMENT. Please review, sign and return just the first two pages of this RENTAL AGREEMENT. An Echeck request you will be emailed to you. Upon receiving the request complete the online request invoice from Hot Spot Tax: Spotpay eCheck, our secure online payment service for all future payments.

***2. STEP TWO: RELEASE AGREEMENTS. Please go to our website at sunshinepointe.com click on RENTAL INFORMATION. At the bottom of the page is a button to download and print the Release of Liability forms. Both you and your guests can print copies of the release at your convenience. Please sign and return them either individually or all together prior to 60 days before your arrival. Each adult must sign and children must be signed for by their parent or guardian. Please make sure to note the booking party at the top so we can properly file them.

***3. STEP THREE: DIRECTIONS AND ENTRY INSTRUCTIONS. On our website Sunshinepointe.com, at the bottom of the RENTAL INFORMATION page under "For Registered Guests Only" enter the password "kona", three more documents will come up. Please print these for your convenience and insert your ACCESS CODE listed below on the paperwork entry instructions for your reference. THIS IS THE ONLY ENTRY CODE and home instructions you will receive. THESE ARE IMPORTANT DOCUMENTS FOR YOUR STAY. Access them at any time and let your guests access them as well!

IMPORTANT: YOUR HOME ACCESS CODE IS: This will be given to you upon your arrival.

Once you complete these three easy steps you are all set and your reservation is complete! Please contact us with any questions!

*****Sorry we can only accept MC/VISA for the initial deposit*****

CHECK-IN 4:00 PM Our GREETER will meet you at the home to assist in your orientation! Please do not arrive early. If you are arriving after 4:00 PM please contact our greeter (Melissa Atwood: 808-345-9373) for coordination.

CHECK-OUT 11 AM Maids arrive promptly at 11 AM. Kindly plan your departure accordingly.

It is hereby agreed that Sunshine Pointe, LLC hereinafter called LANDLORD, does hereby let and lease to (all parties listed) hereinafter called TENANT, the premises above beginning no earlier than 4:00 PM on the listed arrival date and no later than at 11:00 AM on the listed Departure Date. Said premises to be used for private residential purposes only to be occupied by NOT MORE THAN the maximum number of people listed above and only to those specifically registered in advance.

Confirmation & Deposit Policy: MC/Visa will be taken as a deposit to hold a reservation for ten days and will be held as additional security and damage deposit. A check for the balance of the 50% deposit is due within 10 days of booking or reservation will be canceled and deposit forfeited. A check for the remaining 50% is due on or before 60 days prior to arrival.

Cancellation Policy: Cancellations received after 24 hours of booking and prior to 60 days of arrival are subject to a \$1000.00 fee. Cancellations received within 60 days of arrival are subject to a full forfeiture of all funds. Failure to make timely payments as required herein will result in lease cancellation and forfeiture of funds.

This agreement consists of three parts: Part I: Guest Reservation, Part II: Rental Agreement, Part III Release of Liability, and AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY BEFORE EXECUTING THIS AGREEMENT. We/(I) have read all of the above listed documents and represent that I/WE are executing this rental agreement on behalf of all of the parties listed hereon and agree to all of the terms and charges stated and warrant that the Lease and Release of Liability agreements have been duly agreed to and will be properly executed by all guests. I/WE agree to abide by the terms and conditions stated herein.

ACCEPTANCE BY

Signature

Please Print Full Name

Date

PLEASE PRINT THIS PAGE, SIGN AND RETURN TO SUNSHINE POINTE AT THE ADDRESS ABOVE:

RENTAL AGREEMENT

PART II of III:

TENANT AGREES AS FOLLOWS:

---RENTS: Pay to LANDLORD as rent the sums listed above in advance by the dates specified.

---CHECK-IN, CHECK-OUT: TENANT agrees that rental commences no earlier than 4PM on the day and date indicated on the confirmation sheet. No early check-ins allowed to permit ample cleaning time. TENANT agrees to vacate the premises not later than 11AM on check-out day, remove all trash and place in plastic garbage bags in the proper outside receptacles and leave the home in a tidy, orderly manner. Late check outs will be charged \$200/hour.

---MAXIMUM OCCUPANCY: Only the maximum number of people listed above and those specifically registered at the end of this document shall occupy the premises at any time. Children are counted in total occupancy unless they are under age two and normally sleep in a crib. Over-occupancy is a material violation of your vacation lease agreement and will cause an expedited eviction, forfeiture of all sums and additional charges of \$250pp/per day.

---HOUSEHOLD SUPPLIES: Landlord will provide only an initial supply of hand soap, dishwashing detergent, laundry detergent, paper towels, toilet paper and garbage bags. Additionally a variety of spices and cooking ingredients may be available for TENANT's use. All other household and cooking supplies needed shall be the responsibility of the TENANT. Clean linens, bath towels and beach towels will be provided upon your arrival.

---NOT INCLUDED: Not included in this lease is daily maid service, household supplies, baggage handling, long distance charges, pay per view charges, auto rental, food, liquor, laundry, personal items, excessive wear and tear, or excessive cleaning upon departure (i.e. stained or soiled cushions, upholstery, carpet shampooing, etc.)

---CHILDREN: All children shall be supervised at all times and not be allowed to enter the pool without constant adult supervision. THERE IS NO LIFE GUARD ON DUTY. Severe injury or death could result from

failure to properly supervise the children. Additionally, children are not to play in the landscaping, the fish ponds or with any of the furnishings. This home is NOT CHILD PROOF and requires children to be constantly supervised. TENANT alone is responsible for child safety.

---HOUSE PARTIES: There shall not be any "house parties" on the Premises, there shall never be more than 12 persons on the Premises at any time without written landlord approval, nor shall TENANT's guests ever be left alone on the Premises.

---HOUSE RULES: All guests agree to abide by reasonable requests of the LANDLORD including but not limited to the house and pool rules. No COMMERCIAL ACTIVITIES are allowed on the premises at any time and no signs, structures or banners shall be erected or displayed.

---DISTURBANCES: TENANT acknowledges that the Premises is part of a quiet peaceful gated community and will be highly considerate of the neighbors. The Premises shall not be used in such a manner as to generate noise (including loud music) which will disturb neighbors, nor will neighbors be harassed or bothered in any manner. Absolute quiet time begins at 10 P.M. until 7 A.M. daily. Tenant agrees to pay any fines associated with disturbance of the neighbors as imposed by the Homeowner's Association.

---NO-SMOKING: Smoking is strictly prohibited anywhere in the home and is grounds for immediate eviction.

---PETS: of any kind are NOT allowed anywhere on the premises.

---VEHICLES: No more than (5) vehicles shall be parked on the premises at any time. Parking is prohibited on the street. (The garage is private and specifically NOT part of the lease)

---LOCKED OWNER'S CLOSETS/GARAGE: It is expressly agreed that the locked closets and the garage are private and for the sole use of the owners. These areas are absolutely NOT included in this lease.

---ALTERATIONS: No alterations shall be made to the premises, nor locks installed anywhere.

---WEAR & TEAR: TENANT agrees to maintain the premises in the same condition as when received and will not allow any waste, misuse or neglect. Should any waste, misuse or neglect occur on the leased premises, it will be the sole responsibility of the TENANT and TENANT agrees to promptly pay the reasonable costs thereof.

---CLEANLINESS: That the premises shall be kept in as clean, healthy and safe as conditions of the Premises permit and shall cause no unsafe or unsanitary conditions. That no junk or garbage will be allowed to accumulate on or near the premises. All garbage shall be promptly sealed in plastic garbage bags to help prevent smell, decay flies. Care shall be taken not to damage the white seat cushions with wet or soiled clothing or swimsuits. Beach towels provided shall be placed on all cushions to prevent soiling from suntan oils.

---POOL RULES: TENANT has reviewed the "Pool Rules" and agrees to abide by them as a part of this agreement. Tenant agrees to keep pool gates closed at all times.

---FURNISHINGS: TENANT agrees not to move or alter any of the furnishings and shall use them only for the purposes intended. TENANT shall respect and protect all furnishings and decor and understands that many of the furnishings are unique and valuable. TENANT shall be solely responsible for the replacement value of any damaged or destroyed furnishings on the leased Premises.

---NEEDED REPAIRS: That should any repairs be necessary, the Landlord or the designated property manager will be notified as soon as possible.

---FAILURE OF A SYSTEM, APPLIANCES OR AMENITY: In the event the Premises sustains a failure of a utility, system, amenity or appliance - including but not limited to water, sewer, electrical, mechanical, or structure systems: pool, waterfall, spa, electronic or entertainment equipment or service, or any appliance- neither the Landlord, Owner, their employees, agents, or contractors, or property manager shall be liable to TENANT in damages and no refunds will be given for such failures. However, the Landlord, upon being notified of any malfunction will make a reasonable effort to promptly repair or replace the failed system or advertised equipment. The salt air from the ocean inflicts tremendous strain on systems, equipment and appliances. This coupled with the difficulty of getting parts to this remote island can be time consuming and frustrating.. TENANT understands and accepts the fact that this property is leased for its tropical appeal and not its modern conveniences, and therefore some systems, amenities and appliances may not be fully functional at all times and it may be unreasonably difficult or impossible to get a malfunctioning system, amenity or appliance operating within the lease period.

---KEYS/GATE OPENERS: Entry instructions will be mailed upon receipt of final payment. Loss of remote gate opener or keys shall result in a fee of \$75.00 plus replacement costs.

---TENANT'S PERSONAL PROPERTY: TENANT'S personal property and effects are the TENANT'S sole responsibility throughout the tenancy. LANDLORD'S insurance will not cover TENANT'S personal property and

---TENANT agrees to carry his/her own insurance on such property and personal effects.

All personal property of the TENANT on said premises shall remain his sole responsibility and risk, and the Landlord shall not be liable for any loss or damage due to theft, or loss of such personal property arising from any acts or negligence of any other person, nor from the leaking of the roof, or from bursting, leaking, or overflowing of water, sewer, or from plumbing fixtures, or from the handling of electrical wires or fixtures, or from any cause whatsoever, nor shall the Landlord be liable for any injury to the TENANT or other person in or about the premises, the TENANT expressly agreeing to save the Landlord harmless in all such causes and events.

---TIKI TORCHES: Unfortunately due to liability we are unable to offer the use of the gas Tiki torches.

---UNAVAILABILITY OF PREMISES/DUPLICATE BOOKING/OTHER: If for any reason the Landlord is unable to provide the Premises in a fit and habitable condition or make the Premises available for this lease, the LANDLORD shall either A) provide and TENANT shall accept a substitute reasonably comparable property and LANDLORD shall pay any additional charges that would be due in excess of the rate for the original booking OR B) refund all rents and fees paid for the original booking together with a 15% (of base rental) override and cancel the lease with no further liability. It is hereby agreed that these are the only two alternatives and the sole remedy for any and all damages, liability or inconvenience arising out of LANDLORD's failure to make the Premises available.

---ACTS OF GOD/CONSTRUCTION NOISE: Landlord shall not be liable for events beyond its control which may interfere with TENANT's occupancy, such as Acts of God, acts of governmental agencies, fire, strikes, war, inclement weather and construction noise from nearby sites. NO REBATE OR REFUND will be offered in these circumstances.

---INSURANCE: TENANT agrees that Landlord shall not be liable for travel disruptions, TENANT's personal property or illness or injury. TENANT is strongly encouraged to purchase a Vacation Insurance Policy. Please ask us for referrals.

---RIGHT OF ENTRY: The Landlord, his agents or representatives shall have the right to enter the Premises during reasonable hours to inspect, make alterations and/or repairs, and to provide maintenance as Landlord may deem appropriate. TENANT acknowledges that routine care taking and grounds maintenance will occur periodically during the lease period.

---ABANDONED PERSONAL PROPERTY: When the TENANT vacates or abandons the property any personal property left behind on the premises shall be deemed abandoned by the TENANT and LANDLORD shall not be held responsible. During TENANT's occupancy TENANT is solely responsible for the security of all of TENANT's personal property and the LANDLORD shall not in any way be liable for loss, theft or damage of the same. Additionally, TENANT shall however, be responsible for LANDLORD's personal property under the TENANT's control by virtue of this lease. If you leave something behind we will make every effort to locate it and return it to you C.O.D. Items unclaimed after thirty days will be donated to charity.

---DAMAGE/SECURITY DEPOSIT: May be applied to actual damages caused by TENANT, excess phone or cable charges, excessive cleaning charges, excess services required, moving furniture, fines imposed and/or costs of enforcing this lease. Within 30 days following the end of the tenancy the Damage/Security Deposit will be applied, accounted for or refunded to the TENANT. If the TENANT has provided a credit card, the TENANT hereby authorizes the LANDLORD to charge these charges to his/her account. TENANT shall report any damage noted upon arrival to avoid any Damage/Security Deposit losses.

---RELEASE OF LIABILITY/HOLD HARMLESS: Each TENANT shall review and sign a comprehensive "Release of Liability" agreement and acknowledge that it is expressly made a part of this agreement and agreement is a precondition to this agreement.

---INDEMNIFICATION AND HOLD HARMLESS: TENANT agrees to indemnify and hold harmless Owner and Landlord and their representatives from and against any liability for personal injury or property damage sustained by any person (including TENANT's guests) as a result of any cause, unless caused by the gross negligence or intentional willful act of the Owner or Landlord.

---ASSIGNMENT: This lease may not be assigned or any portion of the Premises sublet. Any attempt to do so shall be considered a material breach.

---SURRENDER OF PREMISES: TENANT covenants and promises to surrender the premises in as good and the same condition as the commencement of the rental period, reasonable wear and tear excepted; and to reimburse Landlord the amount, including reasonable attorney's fees, for all other damages. Soiling and/or discoloration of the seat cushions is NOT considered reasonable wear and tear and will be billed as additional cleaning or damage.

---EXPEDITED EVICTION: If TENANT (i) holds over in possession after the TENANT's tenancy has expired; (ii) commits a material breach of any provision of this agreement (including any addendum hereto) that according to its terms would result in the termination of TENANT's tenancy; (iii) fails to pay rents as required by this agreement; or (iv) has obtained possession of the Premises by fraud or misrepresentation, the TENANT agrees to an expedited eviction as the law allows.

---LAWS: That no laws, statutes or ordinances of a jurisdictional government agency will be violated on the premises nor the Premises used for any such purpose.

---ENFORCEMENT OF LEASE: That should LANDLORD incur any expenses in enforcing the terms of this Lease, TENANT shall promptly reimburse LANDLORD 100% for such expenses as LANDLORD shall deem reasonable.

---DISPUTES: This lease shall be governed by and interpreted in accordance with the laws of the State of Hawaii and County of Hawaii. Any action relating to this agreement shall only be instituted and prosecuted in courts in Hawaii. TENANT specifically consents to such jurisdiction and to extraterritorial service of process. Should Landlord be required to take any action to enforce or recover under this agreement or should the Tenant initiate any legal proceeding against the Landlord (the Released Party), the tenant shall pay the Landlord's costs of arbitration and litigation including without limitation, reasonable attorney's fees.

---DEFAULT BY TENANT: TENANT agrees that every condition, covenant and provision of this lease is material. A breach of any of these will constitute a material breach giving the Landlord the right to

terminate this lease, the right to immediate possession of the premises, the forfeiture of all deposits and the right to all damages including but not limited to costs of enforcement and reasonable attorney's fees.

---SOLE AGREEMENT: This document including any attachments incorporated by reference herein constitute the entire and sole agreement between the Landlord and TENANT respecting the leased Premises, the leasing of the Premises to TENANT, and the lease term created under this Lease, and correctly sets forth the obligations of Landlord and TENANT to each other as of its date. Any oral or verbal agreements or representations respecting the leased premises or their leasing by the Landlord to TENANT not expressly set forth in writing in this agreement are null and void. Only written agreements shall constitute this lease.

---CHANGES: The parties hereto further agree that any changes to this agreement are to be in writing to be enforceable or otherwise are null and void.

---FAX/ELECTRONIC: Copies and signatures by facsimile or electronics are considered valid. The parties shall

retain the originals for verification.

---DEFINITIONS: Wherever "Landlord" is used it is intended to mean Landlord, Owner, and their agents and employees. The use of the word TENANT shall include both singular and plural.

---SEVERABILITY: If any part of this agreement is found by a court of competent jurisdiction to be unenforceable than the remainder of the agreement shall remain in full force and effect.

HALE KONA A'EKA I

27 KONA BAY ESTATES

HOUSE RULES:

The following rules are required to maintain the peaceful enjoyment of the community by all and to protect both persons and property. Any guests violating these rules may be fined by the Association/and or asked to vacate. Please give your cooperation in order that you may enjoy your stay to the fullest. Mahalo!

-----No house parties are allowed-this is a quiet exclusive gated community!

-----No more than 12 persons on property at any time without prior written permission

-----No loud noise or music

-----PLEASE, No running anywhere on the property due to stone and tile flooring which could be slippery

-----PLEASE, No glass anywhere outside kitchen, especially in or around the pool.

-----See pool rules

-----NO SMOKING anywhere on the property

-----NO ILLEGAL DRUGS anywhere on the property

-----PLEASE DO NOT SIT on indoor furniture with wet or soiled bathing suits or attire. PLACE BEACH TOWEL DOWN FIRST!

-----Use of bathing pool only after signing the release

-----Please shower before entering pool

-----Garage door to be kept closed

-----No parking on street

-----Please help insure all Oceanside doors and windows in the main house are closed and bolted when you retire for the evening. This is for security purposes as well as to help reduce the amount of unnecessary salt air which rusts and deteriorates inside appliances and furnishings.

-----Please exercise extreme care in helping to protect the unique, delicate and custom features of the house including the marble, quartzite, teak doors, furniture, ornaments and windows, rare landscaping and other such materials and details.

-----Please CONSERVE ENERGY by turning off lights and fans when leaving your rooms as electricity is very expensive on this island!

---ABSOLUTE QUIET TIME AFTER 10:00 PM

You are our honored guests but please fully respect these rules so that you will have a problem free vacation and we may continue sharing our home. Please call if there is anything we can do for you to may your stay more enjoyable! Mahalo and Aloha.

Sunshine Pointe, LLC

Vacation Rentals by Owner

Sheree Matheson

808-747-5879

Bruce Correll

303-589-7870

27 Kona Bay Estates

POOL RULES

This uniquely designed natural rock edge infinity pool is designed for BATHING not swimming. The submerged rock edging, protruding waterfalls and infinity edge all create an intriguingly romantic bathing experience but consequently contain swimming hazards. Therefore: ONLY BATHING please.

The edge of the pool is varied with sharp stone edging. USE EXTREME CAUTION. NO HORSEPLAY of any kind is allowed. Enter and exit using the STEPS ONLY. Never attempt to exit the pool elsewhere as it may be slippery and dangerous over the jagged rock edge.

NO POOL TOYS other than those conducive to bathing such as rafts and floats.

NO UNSUPERVISED CHILDREN at any time. Parents or guardians must supervise their own children at all times. Never leave children unattended even for a moment.

There is NO LIFEGUARD ON DUTY. You and you alone must assume responsibility for you and your child's safety. USE THE POOL AT YOUR OWN RISK.

Please SHOWER BEFORE ENTERING POOL. An outdoor shower on the side of the house is provided.

NO SITTING OR STANDING on the infinity edge. It is slippery and you may fall. NO CLIMBING on the waterfall or infinity edge. There are slippery and sharp edges.

NO JUMPING OR DIVING into the pool. The pool is only four feet deep. NO RUNNING anywhere on the property. The stone/tile flooring can be wet and slippery at any time.

NO GLASS in or around the pool. Please use only plastic ware around the pool. Please keep all glass in the kitchen.

There is NO SMOKING anywhere on the property.

FALLING COCONUTS can be harmful. Please be aware

ALWAYS CHECK BEFORE YOU STEP! DO NOT ENTER POOL OR GARDEN AREA WITHOUT SUFFICIENT LIGHTING AT NIGHT. EXERCISE EXTREME CAUTION WHEN USING THE SUSPENDED PEDESTAL AS YOU MAY FALL OFF THE EDGE IF YOU ARE NOT PAYING ATTENTION. DO NOT EXIT THE GATES AND USE THE SATIRS OR PEDESTAL AT NIGHT UNLESS YOU HAVE SUFFICIENT SUPPLEMENTAL LIGHTING (not provided). PLEASE KEEP THE GATES CLOSED AT ALL TIMES.

PLEASE PLACE A BEACH TOWEL OVER THE CUSHIONS TO HELP PROTECT AGAINST SOILING FROM SUNTAN OILS.

*****WARNING*****

YOU ARE HEREBY WARNED AGAIN THAT THIS IS NOT A TRADITIONAL SWIMMING POOL. IT IS A CUSTOM DESIGNED POOL FOR BATHING WITH FEATURES NOT COMMONLY FOUND IN MANY POOLS. YOU ARE EXPECTED TO EXERCISE DILIGENCE AND SOUND JUDGMENT. IF USED PROPERLY AND FOR THE INTENDED PURPOSE A MINIMUM AMOUNT OF CAUTION IS NEEDED. HOWEVER, IF COMMON SENSE AND THE ABOVE RULES ARE IGNORED SIGNIFICANT HAZARDS MAY PRESENT THEMSELVES WHICH COULD RESULT IN INJURY OR DEATH.

*****END OF
DOCUMENT*****