

# **PRESTIGE RENTALS OF MAUI, LTD.**

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[www.WaileaCondoRentals.com](http://www.WaileaCondoRentals.com)

Aloha Guests of Wailea Beach Villas 410,

We are enclosing 2 copies of the policies and procedures letter regarding rentals at Wailea Beach Villas. Please read carefully and sign one of the copies and return it to us with your initial deposit. You may keep the other one in your files for reference. We are also including a copy of the Wailea Beach Villas House Rules for you to familiarize yourself with. We thank you in advance for your cooperation in keeping these rules.

## **POLICIES AND PROCEDURES**

### **OCCUPANTS:**

The maximum number of occupants allowed: SIX

The premises shall be utilized by the TENANT and following persons only:

- |          |          |
|----------|----------|
| 1) _____ | 2) _____ |
| TENANT   |          |
| 3) _____ | 4) _____ |
| 5) _____ | 6) _____ |

Those named above shall be referred to as Tenants and be bound by the house rules as outlined.

### **OCCUPANCY AND RESPONSIBILITY OF TENANT**

The TENANT shall occupy the unit on the 1<sup>st</sup> day of the rental and shall be the occupant on the last day of the rental. Should the TENANT vacate the unit during the rental period for any period of time all other OCCUPANTS must also vacate the premises.

The premises shall be occupied and used only by the persons described und "OCCUPANTS" and invited guests of the Tenant. It shall be the duty of the Tenant to deny, during the term, the occupancy of the premises to any person not so described. The Tenant shall during the term be solely responsible for any waste, unlawful use or damages caused, suffered or permitted by Tenant, any person listed under "OCCUPANTS", Tenant's invited guests or caused by other persons to whom Tenant has failed to deny occupancy of the premises. Violation of the above shall be grounds for Agent to immediately terminate the rental agreement with all deposits forfeited.

#### COMPLIANCE WITH LAW

Tenant and other persons authorized by the Tenant to occupy the premises shall during the term comply with all health, safety and other governmental laws and regulations. Tenant and other authorized occupants shall cause no disturbances nor create any nuisances which might interfere with the peaceful possession of their property by neighbors.

#### INDEMNIFICATION

Tenant hereby indemnifies and holds the Agent harmless from any and all loss or liability whether to the Tenant or other persons, from any and all claims for damages, loss of property by theft, and injury to persons or property for any cause whatsoever.

#### PETS

No pets shall be allowed.

#### RETURN OF SECURITY DEPOSIT

The security deposit shall be returned, less itemized deductions, if any, not later than 14 days after Tenant has vacated the premises. Deductions from the deposit may be made for the following: To remedy any defaults for damages resulting from the Tenant's (and occupants) occupancy of the premises; to pay charges remaining at the time Tenant vacates; to compensate for changing locks in the event Tenant fails to return all keys; to replace automatic garage door opener (s) if provided and not returned; to pay for long distance calls during Tenant's stay; to pay any fines levied by the Wailea Beach Villas AOA due to noncompliance with HOUSE RULES.

#### ADDITIONAL DAMAGE COMPENSATION

Nothing herein shall be deemed to prevent Owner or Owner's Agent from obtaining additional compensation in the event damages for which Tenant is responsible shall exceed the security deposit.

#### SURRENDER OF POSSESSION

Tenant shall vacate the premises at the end of the term hereof leaving the premises in the same condition as the time of entering into possession, reasonable wear and tear excepted. Any concerns regarding the condition of the premises upon possession shall be reported to the Agent promptly to insure that it is noted. Otherwise, it will be deemed that all is in order and the unit will be left in the same condition it was received.

#### MAINTENANCE

Tenant will utilize the premises only for residential purposes; will keep the premises in good order, in a clean, safe and sanitary condition; will be responsible for all damages caused by the neglect or misuse thereof by Tenant or occupants; and will immediately inform Agent of any defects in the premises.

**CONFLICT**

Nothing herein is intended to conflict with duly adopted law, ordinance or regulation of the United States, State of Hawaii or County of Maui. In the event of any such conflict, such law, ordinance or regulation shall prevail without invalidating the remainder of this Rental Agreement.

I have read the Policies and Procedures and agree to abide by them as outlined as well as the House Rules of the Wailea Beach Villas AOA as have been provided and any Addendums thereto.

Signed \_\_\_\_\_