



SHORT TERM RENTAL AGREEMENT
(Please Print Legibly in Ink)

This agreement made this _____ day of _____, 2010
between Name(s) _____
Phone (_____) _____ Address: _____

(hereinafter called the Tenants) and David Schaefer & Inge Juchtzer (hereinafter called the Landlord) concerning the short term rental of the property located at 73-1491 Hookele Street, Kailua Kona, HI 96740.

Total people in renting party: _____ Adults: _____ Children: _____

Rental period begins at 3 pm on _____ and ends at 11 am on _____

Total Rental Amount:	\$
Add Security Deposit: (refundable according to the Terms of the Agreement)	\$
Total Amount Due:	\$
Deposit due with signed agreement:	\$
Balance due upon check in:	\$

Terms of the Agreement:

1. The Landlord has the right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Tenants violate any of the terms of this agreement, the rental period shall be terminated immediately. The Tenants waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenants shall vacate the premises at the expiration time and date of this agreement.
2. There is NO local or long distance telephone service provided. Emergency medical and police service can be called by dialing 911.
3. The Tenants shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. The tenants shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by the next tenants. Tenants shall pay for maintenance and repairs should the premises be left in a lesser condition. The tenants agree that the Landlord shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the premises or its furnishings.
4. The Tenants shall dispose of all waste material generated during the rental period in a lawful manner and put the trash in the bins along the curb during their stay for pickup. Saturday the garbage is picked up in the early morning. Tenant is cautioned not to leave trash outside for long periods of time because it attracts animals.
5. The Tenants shall pay for any damage done to the premises over and above normal wear and tear.
6. No animals or pets of any kind will be brought onto the premises.
7. The Tenants shall not sublet the property.
8. The Tenants shall have no more than two (2) persons reside or sleep on the premises.
9. The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants acknowledges that rental is an Ohana unit (downstairs from tenant occupied premises) and shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate

termination of this agreement and Tenants shall then immediately vacate the premises. Quiet hour starts at 9 PM and outdoor noise should be kept to a minimum.

10. There shall be no smoking inside the premises. Smoking is permitted outside the home. Tenant shall properly and safely dispose of any smoking waste.

12. Landlord shall provide towels, linens, cups, knives, forks, spoons, dishes, and other items as commonly used by the Landlord's family. Toilet paper, soap, dish detergent, laundry soap, shampoos, and other consumables are to be purchased by the Tenant. No reimbursement will be made for unused consumables left at the premises. If consumables exist at the premises when the Tenant arrives the Tenant is free to use them.

13. The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.

14. Rental Deposit amount is 90% refundable up to sixty (60) days prior to the beginning of the rental period. Cancellations received thirty (30) or less days prior to the rental period will result in forfeiture of the initial Rental Deposit.

15. Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.

16. Tenants expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenants do not intend to make the property a residence or household.

17. We occasionally experience outages that are beyond our control. We report outages as each occurs. No refunds or compensation will be given for any outages.

18. There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.

19. There shall be no refunds of rents because of shortened stays or ruined expectations due to work and family emergencies or other commitments.

20. If the property should go on the MARKET FOR SALE, it may be shown to qualified buyers during the Tenants' stay. Every effort will be made to schedule the showing at a convenient time and not interrupt the Tenant's vacation. Tenant shall allow reasonable viewings of the home between 9 am and 8 PM present or not.

21. It is the tenant's responsibility to learn about safety precautions and safety procedures concerning being around the pond. Tenant agrees to have a responsible adult supervising minors while visit the pond. Tenant is hereby notified that the pond can be dangerous and tenant accepts fully the risks involved. Tenant is further notified to be cautious in and around the home as the pond is open and in close proximity to the entry ways and can be a hazard. There are no rails to prevent a fall into the pond. AT NO TIME IS SWIMMING OR OTHERWISE ENTERING THE POND PERMITTED. Tenant agrees that no objects or substances of any kind will be discarded or thrown into or around the pond at any time.

22. No firearms shall be allowed on the premises.

23. Tenant agrees that Fireworks and other hazardous materials shall not be used in or around the property.

24. Tenant shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. ; shall cause termination of this agreement with no refund of rents or deposits.

25. Tenant agrees not to access the owner's residence, even if unlocked. The owner's residence is located on the upper level of said rental unit and includes the garage adjacent and shed on property.

26. Tenant is advised that the property contains a gas stove and cook top, gas heating, gas grill, and other gas powered items and will seek help from management if the proper operation of such items is not fully understood.

27. The property has a fire extinguisher installed under the kitchen sink. The fire extinguisher was fully charged at last inspection. It is the duty of the tenant to inform management immediately should the fire

extinguisher become less than fully charged. Tenant agrees to use the fire extinguisher only for true emergencies.

28. The property has fire alarms & smoke detectors installed and they are believed to function properly at the time of rental. Tenant will notify management without delay if a fire alarm "chirps" or has a low battery condition. If alarms/detectors are activated or damaged due to negligent action on part of Tenant, Tenant will be solely responsible for any cost of repair/replacement of equipment and/or system.

29. Tenant is advised that there is no carbon monoxide detector on the property and accepts the risk involved in not having one.

30. Tenant shall see to their own security while in the property by locking doors, windows, garage doors, etc. when it's prudent to do so.

31. Valuable items left behind by tenant will be held for the tenant and every reasonable effort will be made to contact the tenant for return. If items are not claimed for longer than 6 months they shall become the property of the Landlord. The Landlord shall not be held liable for condition of said items.

32. DISH TV is provided and service level has been chosen by the Landlord. No refund of rents shall be given for outages, content, lack of content or personal preferences with regard to cable TV service.

33. High speed wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.

34. Tenant acknowledges that there is no air conditioning or heating provided.

35. Parking for one (1) vehicle is provided for Tenant use adjacent to shed on property.

Please fill out and sign 2 (two) copies of this Agreement and mail both copies to Landlord. One executed original will be mailed back to you.

Landlord Contact: David Schaefer & Inge Juchtzer, 73-1491 Hookele Street, Kailua Kona, HI 96740.
Phone: 808-325-6524 Fax: 808-325-6525 Email: ingeute@aol.com

(We) agree to abide by the above conditions and hereby swear that the information provided above is true:

Tenant _____ Date _____

Tenant _____ Date _____

Landlord _____ Date _____

Landlord _____ Date _____