



# Guest Reservation Form and Rental Terms and Conditions For Direct Booking

Please complete this form, read and initial/sign **ALL** pages. A completed Guest Reservation Form is required to confirm a reservation. Please mail or email to:

**Hale Papaya Molokai, LLC**  
**2550 SW Ravensview Dr. / Portland, OR 97201**  
**Phone 503-780-3648 / email [contact@halepapapa.com](mailto:contact@halepapapa.com) /**  
**website [www.halepapapa.com](http://www.halepapapa.com)**

Guest Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Check-In Date:** \_\_\_\_\_, 4:00 P.M.

**Check-Out Date:** \_\_\_\_\_, 10:00 A.M.

**Total # of Guests:** \_\_\_ ADULTS, \_\_\_ CHILDREN

Please list all guests, including children:

	Name	Age of Children
1)	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____
5)	_____	_____
6)	_____	_____
7)	_____	_____
8)	_____	_____

**INITIAL HERE** \_\_\_\_\_

<b>Cost Breakdown:</b>	Damage/Security Deposit	<b>\$1,500.00</b>
	Total Number of Nights	\$
	Total Rent (including Cleaning Fee)	
	Hawaii Excise & Accommodation Taxes (14.42%)	
	Additional Fees (If applicable)	
	<b>TOTAL COST*</b>	<b>\$</b>

Any international phone calls, excessive cleaning, not checking out at the designated check-out time, and/or property damage will be withheld from returned deposit.

**Description of Accommodations:**

Additional detailed information is available at the following website: [www.halepapapa.com](http://www.halepapapa.com)

Hale Papapa Molokai is situated on the south end of Papohaku Beach located in Papohaku Ranchlands on the west side of Molokai, Hawaii. The house is approximately 3,000 square feet and consists of a central “longhouse” with a generously sized living room, dining area and kitchen, and four (4) bedroom suites, each with private bath and screened lanai, surrounded by tropical gardens and attached to the central living area by covered lanais. The home is approximately 600 yards from the beach and ocean views exist from the suites, central living, pool and spa areas and decks.

The house is very well equipped for cooking and dining, with microwave, gas barbecue, dishes and glasses, complete cookware and utensils for 12 place settings. Other facilities include all new appliances, including washer and dryer, TV with DirecTV service, DVD player, stereo with Bluetooth connectivity and indoor and outdoor speakers. High-speed internet service was added in 2018.

The house comfortably sleeps 8. Three suites contain king size beds and one suite has two single beds that can be combined into a king bed. Bed linens, bath and beach towels and an initial supply of soap and paper goods are supplied.

On-site caretakers (Nohea and Kristan) live on the property and will provide the following services during your stay:

- ✓ ***Directions to local sights and services***
- ✓ ***Pool and spa cleaning***
- ✓ ***Maintenance of grounds***
- ✓ ***Response to any issues with the house or amenities***
- ✓ ***Complete house cleaning upon departure***

**THE CARETAKERS, NOHEA AND KRISTAN, CAN BE REACHED AT (808) 979-1184 OR (808) 336-0370  
THE PHONE NUMBER FOR THE HOUSE IS (808) 552-2942**

**Reservation Policy:**

Reservation holds are valid when confirmed by direct contact with Hale Papapa Molokai staff only. The following stipulations apply to formally hold a reservation: a completed Guest Reservation Form, \$1,500 damage/security deposit and 50% of rent due must be received within five (5) business days after confirmation of availability to hold a reservation. If a deposit is not received within five (5) business days, the dates will be released to others on our availability calendar. Immediate and full payment of the deposit and rental charges is due for reservations made within sixty (60) days of the rental period. Inquiries into availability do not constitute a hold on dates.

**Payments:**

Damage/security deposit and 50% of rental costs plus applicable taxes are due upon booking. Full payment of any remaining rental charges and taxes are due not later than 60 days prior to arrival. Personal checks are accepted, or you may make payment through our PayPal account, which accepts most major credit cards and is easy to use. We will gladly send you a PayPal invoice via email – just let us know. A PayPal account is not needed to make payments in this manner.

INITIAL HERE \_\_\_\_\_

**Cancellations & Refunds:**

This reservation may be cancelled prior to \_\_\_\_\_ for a full refund. Cancellations of reservations within 60 days of arrival may result in forfeiture of any deposits made. Within 60 days of arrival, refund of monies paid for rental will be made only under the following circumstances: The home is re-booked for the period of your initial reservation. If a portion of the rental time is re-booked, a pro-rated refund will be made. All refunds of rental payments, whether in whole or pro-rated, will be subject to a deduction of a 15% service fee against the total amount of rental monies owed. See Paragraphs 12, 14 and 15 in *Additional Terms of Rental* below for additional cancellation policies.

**Special Provisions Regarding Covid-19 Restrictions:** Should the State of Hawaii impose restrictions that would close mainland travel to Hawaii or restrict/eliminate the ability of owners of vacation homes to rent their property, a full refund will be issued, less a 15% service fee.

**Grocery Shopping:**

Please be advised that the closest grocery shopping is in Kaunakakai, about a 25-minute drive away and the best supplied grocery (Friendly Market) is closed on Sundays. Excellent, fresh fruit and vegetables are available at Kumu Farms near the airport (hours vary). There is also a small farmers market in town on Saturdays, 8:00 a.m. to noon. The caretakers can arrange for some basic supplies to be placed in the house prior to your arrival should you expect a late arrival or arrive on a Sunday. Please contact us directly for a shopping list form. The cost of groceries (receipt provided) plus a small transportation fee will be deducted from your security deposit after departure.

**Telephone and Internet:**

Land Line: All local telephone and long-distance calls within the U.S. are free-of-charge. International calls are not free and such calls should be placed on a phone or credit card. The Renter will be financially accountable for any international long-distance phone charges incurred.

Cell Phones: AT&T and Verizon both serve Molokai, however cell phone service can be spotty, particularly for AT&T.

Internet: Unlimited, high-speed internet is available at the property.

**Check In/Check Out:**

Check-in time is 4:00 PM; check-out time is 10:00 AM. A \$50 per hour charge will be applied against the security deposit for any guest failing to adhere to these times unless arrangements have been made in advance.

**When checking out, please:**

- ✓ **Place all trash in the trash container on Papapa Place**
- ✓ **Place all recyclables in the appropriate containers outside the kitchen door.**
- ✓ **Do not make beds that have been used; strip beds and leave bedding folded on the bed**
- ✓ **Leave the house neat and tidy**
- ✓ **Turn off lights, fans, stereo, TV**
- ✓ **Leave keys on kitchen counter**
- ✓ **Close all doors, but do not lock**

***Most of all enjoy this very special home that we are lucky enough to share!***

**I have read the above and understand and agree to the terms:**

**Signed by Renter:** \_\_\_\_\_

**Date:** \_\_\_\_\_

UPDATED 8/17/21

## ADDITIONAL TERMS OF RENTAL

- 1) **THIS GUEST RESERVATION FORM SUPPLEMENTS AND SUPERSEDES THE TERMS OF RENTAL THROUGH VRBO. TO THE EXTENT OF ANY CONFLICTS BETWEEN THIS FORM AND TERMS OF RENTAL IMPOSED BY VRBO, THIS AGREEMENT WILL SUPERSEDE THE TERMS OF RENTAL IMPOSED BY VRBO.**
- 2) **Damage Deposit.** Damage Deposit is held in a non-interest-bearing trust account. Deposit is returned within 14 days of departure barring any losses or damages or abuse of this contract. Owner has final say in all damages occurring during your stay. Please report any losses or damages or questions to the Caretaker prior to your departure. For bookings handled through VRBO, VRBO's damage deposit process will apply.
- 3) **Maid Service.** The home is cleaned before and after your stay. No maid service is included during your stay. If you would like maid service during your stay, we can help you arrange at your own expense.
- 4) **Utilities/Energy Conservation.** Hawaii has ***THE highest utility costs*** in the nation so please help us keep our rental rates reasonable by conserving energy. Wash only full loads of laundry (in cold water) and dishes; turn off lights and fans when rooms are not occupied or when you leave the premises for island activities and at the end of your stay.
- 5) **Pests.** We live in the tropics, so pests are a natural part of our environment both inside and out though we do have pest control on a regular basis. It will help if you do your part by keeping **All** food in the fridge, keep counters clean, do not leave dirty dishes in the sink and keep screens closed at all times. There will be no refunds due to pest issues.
- 6) **Trash.** Please remove trash daily from the kitchen and place in the trash container on Papapa Place. Please place all recyclables in the appropriate containers outside the kitchen door.
- 7) **Smoking & Pets. THIS IS A 100% SMOKE FREE PROPERTY.** No smoking is allowed inside the house or anywhere on the property due to fire danger. There are no pets allowed.
- 8) **Occupancy. Maximum Occupancy of the home is listed on page one of this rental agreement and is restricted exclusively to the guests listed.** Do not have more persons stay overnight at the home than the number indicated above. Abuse of this will result in cancellation of the reservation or additional charges deducted from your damage deposit. **No large parties or gatherings are allowed on the property without written permission from the Owner.**
- 9) **Repairs/Broken Appliances.** We strive to keep our home in good working order at all times but as with any home, appliances and systems can sometimes need repair. Please report any repairs needed to the Caretaker. We will attempt to have any urgent repairs attended to as soon as possible but our resources are limited on Molokai so please be patient with our island's slow pace.
- 10) **Ocean Safety.** The beaches on Molokai, while beautiful, can be dangerous at any time of the year. Hazards include dangerous shore breaks, rogue waves, undertow, unseen rip currents and sharks (among other dangers, visible and invisible). It is incumbent on Renter to seek local knowledge about local beach and ocean conditions prior to using the beach or ocean. There are a number of lovely beaches within the vicinity of the house that are safe for swimming, depending on surf and weather conditions. However, Papohaku Beach, the three-mile-long beach closest to the property, is spectacular but is not safe for swimming at any time. Please use care at all times on the beaches and in the ocean. Do not leave children unattended. Owner is not responsible for injuries or accidents occurring on beaches or in the ocean.
- 11) **Availability of Emergency Services.** Renters are advised that the property is located in a relatively isolated area on the west end of the island of Moloka'i. As such, emergency services are not available in the immediate vicinity of the property and first responders are located 20 miles or more away in the towns of Hoolehua or Kaunakakai. In most cases, it will take 20-30 minutes for emergency response to occur.
- 12) **Use of Property.** You may use property for vacationing only. You may not use it for any commercial, unlawful, improper, offensive or illegal activities. *No renter shall schedule a wedding, reception, party or other gathering on the property without the express written consent of the owner. Failure to obtain consent shall*

*result in an immediate cancellation of the rental with a complete forfeiture of the rental payments and security deposit.*

- 13) **LIABILITY WAIVER.** RENTER SHALL INDEMNIFY, DEFEND AND HOLD OWNER HARMLESS FROM ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF, OR RELATED TO, ANY ACTIVITY ON THE RENTED PREMISES OF OWNER AND ANY PERSON WHO COMES ON THE RENTED PREMISES AT THE INVITATION OR WITH THE ACQUIESCENCE OF THE RENTER. THIS VACATION RENTAL PROPERTY IS PRIVATELY OWNED. HALE PAPAPA MOLOKAI, LLC (OWNER) IS NOT RESPONSIBLE FOR ANY ACCIDENTS, INJURIES OR ILLNESSES THAT OCCUR WHILE ON THE PREMISES OR ITS FACILITIES. THE OWNER IS NOT RESPONSIBLE FOR THE LOSS OF PERSONAL BELONGINGS OR VALUABLES OF THE GUEST. BY ACCEPTING THIS RESERVATION, IT IS AGREED THAT ALL GUESTS ARE EXPRESSLY ASSUMING THE RISK OF ANY HARM ARISING FOR THEIR USE OF THE PREMISES BY THEMSELVES, THEIR CHILDREN OR OTHERS WHOM THEY INVITE TO USE THE PREMISES AND HEREBY WAIVE ANY CLAIM OF LIABILITY OR NEGLIGENCE AGAINST THE OWNER FOR ANY ACCIDENTS, INJURIES OR ILLNESS THAT OCCUR WHILE ON THE PREMISE OR ITS FACILITIES OR WHILE VISITING OR EXPLORING MOLOKAI.
- 14) **LOCAL ORDINANCES.** Maui County ordinances governing short term vacation rental homes continue to evolve. Hale Papapa Moloka'i has been engaged in a protracted process to secure "Non-Confirming Use" status because it's use as a rental home predates all of the recent efforts to regulate vacation rentals. At the time of this Agreement, Maui County has not chosen to enforce its ordinances on Hale Papapa Moloka'i. Should this change and the ability of the Owner to legally rent the property change, Owner reserves the right to cancel the reservation and will make a full and complete refund of any and all deposits, rents and other fees paid by Renter, plus a maximum 10% of any rent and other fees already paid by Renter to cover change fees or other costs incurred by Renter resulting from a cancellation of a reservation. Beyond the refunds outlined herein, Renter will hold Owner harmless from any claim or loss arising from such a cancellation.
- 15) **OTHER CONDITIONS.** Owner reserves the right to cancel a reservation at any time due to circumstances in which owner has no control – i.e., fire, flood, wind, hurricane, tsunami or other general safety concerns. In the event owner must cancel, an immediate full refund of any deposits, rent and other fees paid by Renter. Renter will be notified in writing and by phone of the cancellation immediately. Renter will hold Owner harmless from any claim or loss arising from such a cancellation.

**I have read the above and understand and agree to the terms:**

**Signed by Renter:** \_\_\_\_\_

**Date:** \_\_\_\_\_

UPDATED 8/17/21