

**HALE PLUMERIA GUEST RESERVATION APPLICATION**

Guest Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Reference (Bank/Other): \_\_\_\_\_ Occupation: \_\_\_\_\_

Name of Rental: \_\_\_\_\_ Rate: \_\_\_\_\_

Description: \_\_\_\_\_

Arrival Date: \_\_\_\_\_ Airport/Flight \_\_\_\_\_ # \_\_\_\_\_ Time: \_\_\_\_\_ (check in after 3:PM)

Departure: \_\_\_\_\_ Airport/Flight \_\_\_\_\_ # \_\_\_\_\_ Time: \_\_\_\_\_ (check out by 10:AM)

Please note that owners often have back to back bookings and rely on your prompt check-out. No early check-ins or late check-outs will be allowed unless approved by *Hale Plumeria* in advance. **GUEST INITIAL** \_\_\_\_\_

Total number of Guest (includes children): \_\_\_\_\_ **MAXIMUM OCCUPANCY: (6)**

Name: \_\_\_\_\_ Age: \_\_\_\_ Name: \_\_\_\_\_ Age: \_\_\_\_

\_\_\_\_\_ Name: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**TERMS AND CONDITIONS**

**RESERVATIONS AND PAYMENTS:** *Hale Plumeria* will hold a tentative reservation for 10 days. The reservation will be canceled unless a completed "Guest Reservation Application" and the Reservation Deposit are received within that ten day period. No grace period will apply. Upon timely receipt of the Guest Reservation Application and the Reservation Deposit, *Hale Plumeria* will issue a Confirmation. Payment in full of the remaining balance due, the applicable Security/Damage Deposit and applicable taxes must be received by *Hale Plumeria* at least 45 days prior to Guest arrival (60 days prior for Xmas holidays).

For reservations initiated 15 to 45 days before the check-in date, *Hale Plumeria* will accept only a valid major credit card for the full payment of the total amount due, plus the applicable credit card service charge. For reservations initiated LESS THAN 15 days before the check-in date, *Hale Plumeria* will accept only funds wired directly to our bank for full payment of the total amount due, plus wiring charges unless different arrangements are previously agreed upon.

Checks shall be made payable to: *Margaret Harrison-Hale Plumeria*. All rates are based on CASH payments. For your convenience we will take credit cards. Please ask for those rates at time of payment.

**RATES:** CASH rates are quoted on a per-week or per-night basis as shown on the rate sheet. All rates are subject to change without notice. The Rental Rate does not include 11.42% Hawaii transient accommodations and general excise taxes, lei greeting, transfers, baggage handling, food, beverages, maid service, laundry service, gratuities, long distance telephone charges, car rental, extraordinary departure cleaning charges (e.g. upholstery or rug shampooing) or any other items or services not specifically listed in the Rental Rate Section above.

**AMENITIES AND SPECIAL SERVICES:** Our home comes fully equipped with telephone (local calls), television, linens, dishes, utensils and an initial supply of soap and paper goods. Other amenities may vary. Upon request, *Hale Plumeria* will make special arrangements on behalf of its Guests for such services as masseuses, pre-provisioning, equipment rentals, shopping service, private trainers, nanny services, etc.

**CONDITIONS OF RESERVATION:**

- The property shall be in the same condition upon departure as at check-in. Normal maid service excepted.
- There will be NO functions, weddings, receptions, gatherings or parties held at the property. No street parking unless preauthorized.
- Owner or its agents may enter the property at reasonable times to make repairs.
- Guest may cook only in areas specifically designated for cooking.
- Guest must immediately notify Owner or its agent of fire or other damage to the property.
- Guest shall be liable for all acts of the family, invitees, employees, or other persons invited onto the property.
- Guest may not sublet or assign this rental agreement.
- Guest shall be responsible to return all keys. Replacement fee of \$50.00 will be charged for lost keys.
- Guest shall abide by the House Rules of the Owner and/or the Condominium Association.
- Guest shall not bring any pets onto the property.

**SECURITY/DAMAGE DEPOSIT:** Guests are required to make a Security/Damage Deposit, which would be included in the "Total Amount Due". The Security/Damage Deposit serves to protect *Hale Plumeria* and the OWNER against any damages to, and/or loss of items from the property, and to assure payment of items charged to the Guest Account, including special services ordered by the Guest. This Deposit will be held in *Hale Plumeria* Client Trust Account. Along with the Security/Damage Deposit, a signed and approved "Credit Card Guarantee" will be required, (as provided below.) The Guest's deposit will be returned 30-45 days after the Guest's departure, minus deductions if applicable. Any additional charges, such as long distance telephone calls, will then be billed to the Guest's Credit Card.

**LIABILITY:** Guest, for itself and for the occupant(s) and/or invitees of Guest, hereby releases, waives and holds harmless *HALE PLUMERIA*, and its agents, representatives, employees, partners and owners, and the legal owner of the Property rented hereunder and its agents, from and against any and all losses, expense, damages, claims or injury direct, indirect, consequential or otherwise whatsoever, howsoever caused or incurred whether arising in contract, or otherwise in law or equity as a result of rendering of the services or accommodations as described or substituted and including, without restricting the generality of the foregoing as a result of any delay(s), substitution(s), rescheduling (s) or change(s) in the provision of services or land accommodations by *Hale Plumeria*, or by reason of military actions, revolution or acts of God, or by any agents, employees, subcontractors, servants or third parties whatsoever supplying any of the services or accommodations herein or as substituted. If services or accommodations are substituted for any reason, **including sale of the property**, *Hale Plumeria* at all times will act in good faith and use its best efforts to substitute accommodations or services of a type comparable to those contracted. *Hale Plumeria* in their sole and unfettered discretion reserves the right to refuse or discontinue service to any person(s) and/or to rescind any contract for accommodations or guest services. Except as stated in "CANCELLATION AND REFUNDS" below, *Hale Plumeria* will not be liable under any circumstances, including substitutions, to refund any unused portion of booked accommodations or services.

**CANCELLATION AND REFUNDS:** Cancellation of bookings at any time after Confirmation has been issued will incur a 15% service fee of the deposited amount. Reservation deposits, less service fee, will be refunded **ONLY if a confirmed reservation is canceled at least 60 days prior to Guest arrival**. Full payment is **due and nonrefundable 45 days prior to Guest arrival**, except for a Christmas booking which is **due and nonrefundable 60 days prior to Guest arrival**. For Guest-initiated cancellations made within 60 days of arrival, refunds may be made only under the following circumstances: (1) The home becomes unfit for habitation, and in *Hale Plumeria* opinion no equivalent substitute can be obtained; or (2) The home is booked by another Guest for the period of the initial reservation. If a portion of the reservation is rebooked, a pro-rata refund may be made. All refunds of reservation and services payments, whether in whole or pro-rata, will be subject to the deduction of a 15% service fee.

**ACKNOWLEDGMENT:**

I, THE UNDERSIGNED, HEREBY APPLY FOR THE ABOVE LISTED ACCOMMODATION AND WARRANT THAT I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS APPLICATION, AND I AGREE TO ABIDE BY HOMEOWNERS' RESTRICTIONS ON USE OF SAID PROPERTY. **THIS IS A LEGAL DOCUMENT AND SHOULD BE READ CAREFULLY BEFORE SIGNING.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

**CREDIT CARD GUARANTEE**

**WHEREAS,** It is impractical or impossible for *Hale Plumeria* to obtain the Guest's credit card imprint with signature, and

**WHEREAS,** The undersigned understands that *Hale Plumeria* and Owner may not be able to rebook the property for the same time period covered by this reservation, and consequently lose income, should the Guest cancel this reservation, and

**WHEREAS,** The undersigned understands that deposit moneys paid by *Hale Plumeria* to the Owner to secure this reservation for the Guest may be retained by the Owner upon Guest's cancellation, and

**WHEREAS,** The undersigned understands that moneys paid by *Hale Plumeria* to Vendors and Agents to secure this reservation for the Guest may not be recoverable by *Hale Plumeria*

**NOW THEREFORE** in consideration of the conditions set forth above, the Guest agrees as follows:

Guest shall fully execute this "Credit Card Guarantee" to protect *Hale Plumeria* and the Owner against any damages to and/or loss of items from the property, and to assure payment of items charged to the Guest's Account, **including the conditions stated above**.

Upon Guest's execution of this "Credit Card Guarantee" and its approval by the credit card issuer, *Hale Plumeria* agrees that any Security/Damage Deposit held by *Hale Plumeria*, minus deductions if applicable, will be returned within 30-45 days of departure.

However, any charges, such as long distance phone calls, unpaid expenses for services rendered to Guest, damaged or missing property, or other amounts in excess of the Damage/Security Deposit, **including the conditions stated above**, will be billed to the Guest's credit card in accordance with the above "Cancellation and Refunds" provision. Guest hereby specifically authorizes *Hale Plumeria* to make such credit card charges, and Guest hereby warrants that the signature below is valid, and, is the same as on the back of the credit card listed below.

Card Type: \_\_\_\_\_ Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Name on Card: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE NOTE: THIS CREDIT GUARANTEE IS TO BE KEPT ON FILE AS A DAMAGE DEPOSIT. THIS CARD WILL NOT BE CHARGED FOR THE INITIAL DEPOSIT DUE ON THIS RESERVATION UNLESS SPECIFICALLY REQUESTED. PLEASE CONTACT *HALE PLUMERIA* IF YOU WOULD LIKE TO MAKE A PAYMENT BY CREDIT CARD. MAHALO!**