

Vacation Rental Short Term Lease Agreement

After making a booking on this website (waikikibeachstays.com), the Guest is sent a Booking Confirmation email that summarizes the important information pertaining to the reservation including [Full Name] ("Guest"), [Accommodation] ("Property"), [Rental Party] ("Rental Party"), [Month] [Date], [Year] ("Check-in Date") and [Month] [Date], [Year] ("Check-out Date").

This Vacation Rental Short Term Lease Agreement (this "Agreement") is made by and between Waikiki Beach Stays ("Landlord") and [Full Name] ("Guest") (shown in the Booking Confirmation email). Landlord and Guest may be referred to individually as "Party" and collectively as "Parties." For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. PROPERTY. The [Accommodation] ("Property") being leased (shown in the Booking Confirmation email) is fully-furnished by Landlord and equipped with the following amenities. Guest is responsible for purchasing any additional supplies and all food and beverages.

[1 // Oh-So-Close to Waikiki Beach Condo](#)

The Property is an apartment with two (2) bedrooms, two (2) bathrooms, and one (1) parking space "LN" located at Scandia Towers #201, 155 Paoakalani Avenue, Honolulu, HI 96815.

Amenities: Air Conditioning, Baby Bath, Balcony, Bath, Hand & Wash Towels, Beach Cart & Toys, Beach Chairs & Umbrella, Beach Towels, Bed Linens & Pillows, Body Wash & Bar Soap, Cleaning Supplies, Dishwasher, Free Undercover Parking, Full Kitchen, Hair Dryer, High Chair, Internal Laundry, Iron & Ironing Board, Kids Dinnerware & Cutlery, Kitchen Essentials, Pack'n'Play Travel Cot & Mattress, Shampoo & Conditioner, Smart TVs & Cable, Stroller (Pram), WiFi Internet

[2 // Simply Beautiful Waikiki Apartment](#)

The Property is an apartment with two (2) bedrooms, one (1) bathroom, and one (1) parking space "I23" located at Waikiki Lanais #1202, 2452 Tusitala Street, Honolulu, HI 96815.

Amenities: Air Conditioning, Baby Bath, Balcony, Bath, Hand & Wash Towels, Beach Cart & Toys, Beach Chairs & Umbrella, Beach Towels, Bed Linens & Pillows, Body Wash & Bar Soap, Cleaning Supplies, Dishwasher, Free Undercover Parking, Full Kitchen, Hair Dryer, High Chair, Iron & Ironing Board, Kids Dinnerware & Cutlery, Kitchen Essentials, Laundry Room, Pack'n'Play Travel Cot & Mattress, Pool, Jacuzzi & Sauna, Rooftop BBQ Deck, Shampoo & Conditioner, Small Gym, Smart TVs & Cable, Stroller (Pram), WiFi Internet

3 // Waikiki Beach Loft Near Restaurants

The Property is an apartment with two (2) bedrooms, one (1) bathroom, one (1) Fort DeRussy Parking Lot pass located at Niihau Apartments #401, 247 Beach Walk, Honolulu, HI 96815.

Amenities: Air Conditioning, Baby Bath, Bath, Hand & Wash Towels, Beach Cart & Toys, Beach Chairs & Umbrella, Beach Towels, Bed Linens & Pillows, Body Wash & Bar Soap, Cleaning Supplies, Dishwasher, Free Parking Lot Pass, Full Kitchen, Hair Dryer, High Chair, Iron & Ironing Board, Kids Dinnerware & Cutlery, Kitchen Essentials, Laundry Room, Pack'n'Play Travel Cot & Mattress, Pool, Jacuzzi & Sauna, Shampoo & Conditioner, Smart TVs & Cable, Stroller (Pram), WiFi Internet

2. RENTAL PARTY. The [Rental Party] ("Rental Party") (shown in the Booking Confirmation email) refers to all Guests staying in the Property. Only persons listed in the Rental Party may stay in the Property. All persons in the Rental Party will be bound by the terms of this Agreement.

3. MAXIMUM OCCUPANCY. The maximum number of persons allowed to stay in the Property is limited to six (6) at 1 // Oh-So-Close to Waikiki Beach Condo and 2 // Simply Beautiful Waikiki Apartment, and five (5) at 3 // Waikiki Beach Loft Near Restaurants, unless the Landlord gives its prior written consent.

4. VISITORS. A visitor is an occupant of the Property who is not staying overnight. The total number of persons permitted in the Property at any given time, including visitors, is eight (8).

5. RENTAL PERIOD. The term of this lease will be from [Month] [Date], [Year] ("Check-in Date") to [Month] [Date], [Year] ("Check-out Date") (shown in the Booking Confirmation email). The Property will be ready for Guest's occupancy beginning at 3:00PM on the Check-in Date and the Property must be vacated by 10:00AM on the Check-out Date, unless otherwise agreed by Landlord. The Landlord is providing notice through this Agreement that the Rental Period will end on the Check-out Date (shown in the Booking Confirmation email) unless an agreed extension is made by Landlord and Guest. The Property requires a two (2) night minimum stay.

6. ACCESS. Landlord will provide Guest with access codes to the Lockbox. Landlord will provide Guest with two (2) sets of faub and/or key to access the building, common areas and unlock the front door to the Property. Guest is not allowed to make duplicate keys. A fee of \$100.00 will be charged to Guest for failure to return a faub and/or key. A fee of \$100.00 will be charged to Guest at 3 // Waikiki Beach Loft Near Restaurants for failure to return the Fort DeRussy Parking Lot pass. Any attempt to access a locked area off limits to Guests is just cause for immediate termination of this Agreement, forfeiture of all rent paid, and Guest will be liable for any missing items or damage.

7. RENTAL RULES & RESTRICTIONS. Guest agrees to abide by the following restrictions by Landlord (the "Rules"):

- No shoes to be worn inside the Property, please take them off by the front door.
- Smoking, e-cigarettes and vaping are not permitted in the Property, on the lanais (balcony) or within the building.
- Fireworks and other hazardous materials including candles shall not be used in the Property, on the lanais (balcony) or within the building.
- No alcohol consumption by Guests under 21 years old.
- Pets are not permitted on the Property.
- Quiet hours are from 10:00PM to 8:00AM
- Please turn the Air Conditioners OFF before leaving the Apartment.
- Please don't take the bath towels to the beach, only the beach towels.
- Please leave the sand at the beach, utilize the outdoor showers at the beach or building water tap.
- Garbage must be placed in the applicable trash shoot and/or in the building's garbage bin(s).
- Should you break, loose or damage anything please notify the Landlord.

If any person in the Rental Party fails to follow any of the Rules, the Rental Party may be asked to vacate the Property and Guest will forfeit all rent paid.

8. PAYMENT. Acceptable payment methods are PayPal and Credit Card. 100% payment is due at the time of booking in order to secure the reservation.

9. CANCELLATION. Free cancellation for 48 hours after booking, as long as the Guest cancels at least 14 days before Check-in Date (time shown in the Booking Confirmation). After that, Guests can cancel up to 7 days before Check-in Date and get a 50% refund of the nightly rate, and the Cleaning Fee. No refund if Guest cancels less than 7 days prior to Check-in Date. A reservation is cancelled when Guest contacts Waikiki Beach Stays at +1 (808) 800-7665, +1 (310) 387-6887 or aloha@waikikibeachstays.com.

10. CLEANING. A Cleaning Fee of \$200.00 will be charged to the Guest. Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to Landlord immediately. Guest acknowledges that on the Check-in Date, the Property is in good condition, except for any defect Guest may report to Landlord by the end of the first day following the Check-in Date. The Property should be left in the same condition as it was found by Guest on the Check-in Date. Guest promises to leave the Property in good repair/condition.

11. FURNISHINGS. The following furnishings will be provided with the Property:

1 // Oh-So-Close to Waikiki Beach Condo

Furnishings: King Bed; Bedside Tables; TV & TV Table; Ottoman; Queen Bed; Desk & Chair; Couch that converts to a Queen Bed; Dining Room Table; Stools; TV & TV Cabinet; Dishwasher; Oven & Stovetop; Washing Machine, Steam Dryer

2 // Simply Beautiful Waikiki Apartment

Furnishings: King Bed; Bedside Tables; TV & TV Table; Queen Bed; Side Tables; Ottoman; Couch; Ottoman; Dining Room Table; Chairs; TV & TV Cabinet; Sitting Chairs & Stool; Dishwasher; Oven & Stovetop

3 // Waikiki Beach Loft Near Restaurants

Furnishings: King Bed; Bedside Tables; Desk & Chair; Storage Box; Queen Bed; Side Table; Couch; Coffee Table; Ottoman; TV & TV Cabinet; Dishwasher; Oven & Stovetop

Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. The Property will be inspected by Landlord after Guest's departure. All contents of the Property are the property of Landlord. If an item should break, Guest must notify Landlord immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment.

12. PARKING. Parking is limited to one (1) space "LN" at 1 // Oh-So-Close to Waikiki Beach Condo and "I23" at 2 // Simply Beautiful Waikiki Apartment, and one (1) Fort DeRussy Parking Lot pass at 3 // Waikiki Beach Loft Near Restaurants. Guest may only park in designated parking area. Any illegally parked cars may be subject to towing and/or fines.

13. MECHANICAL FAILURES. Landlord attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Landlord cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Landlord immediately. Landlord will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Landlord or a person permitted by Landlord access to the Property for purposes of repair and inspection.

14. ACTS OF GOD. If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Guest shall be entitled to a prorated refund for each night Guest is unable to occupy the Property. Landlord will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

15. LIMITATION ON LIABILITY. Landlord is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while in the Property or on the Property. Landlord is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL LANDLORD BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL LANDLORD BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF LANDLORD SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

16. INDEMNIFICATION. Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Landlord from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the Rules and restrictions set forth in Paragraph 7.

17. VIOLATION OF AGREEMENT. If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Landlord may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid.

18. GOVERNING LAW. This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of Hawaii (not including its conflicts of laws provisions). Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

19. AMENDMENTS. This Agreement may be amended or modified only by a written agreement signed by both Landlord and Guest.

20. NO WAIVER. Neither Landlord nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

21. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

22. NOTICES. Any notice or communication under this Agreement must be in writing and sent via one of the following options: electronic email transmission.

23. SUCCESSORS AND ASSIGNS. This Agreement will inure to the benefit of and be binding upon Landlord, its successors and assigns, and upon Guest and its permitted successors and assigns.

24. ENTIRE AGREEMENT. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

GUEST ACKNOWLEDGEMENT: By checking the box that reads "I've read and accept the terms & conditions" on the Make A Booking page, you hereby acknowledge and agree to said terms and conditions set forth and described in Waikiki Beach Stays [Vacation Rental Short Term Lease Agreement](#) (above).