

This Renter Agreement ("Agreement") is made and effective ("Agreement Date") between ("Owner") and ("Guest") regarding the property known as ("Rental Property") which is located at:

2936 S Kihei Road,
Kihei,
HI 96753

This Agreement applies to the Guest's stay at Rental Property ("Reservation Dates") but also applies to any other dates which may be included if the reservation is changed, or future rentals if they are absent a rental agreement.

Please review the information contained herein to make sure that it is correct, including but not limited to the arrival date, departure date, occupancy, and accommodations. Any errors must be directed to us immediately. Unless you advise us within 24 hours of the receipt of the Confirmation Email or by the Arrival Date (whichever is earlier), you will be deemed to have agreed that the information is correct.

Owner and Guest acknowledge and agree that neither rosiesrentals.com or its owner, 0904377BC Ltd. a British Columbia Corporation, nor any manager or employee of 0904377 BC Ltd. are parties in this Agreement.

This Agreement applies to all members of the Guest's party no matter the age or affiliation. Guest acknowledges that Guest is responsible for sharing the renter agreement, and its requirements, with all members of the Guest's party and anyone else permitted onto the Rental Property by the Guest.

In consideration of the rent received and the mutual promises contained herein, Owner of the Rental Property does hereby lease and rent to Guest(s) such Rental Property under the following terms and conditions:

Guest agrees to abide by all rules and regulations contained herein or posted on the premises related to the Rental Property. Guest's obligations include but are not limited to keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in the common area and remainder of the premises that Guest uses. Guests agree not to use the premises for any commercial activities or purpose that violates any criminal law or governmental regulation. Guest's breach of any duty contained in this paragraph shall be considered material and shall result in the termination of guest occupancy with no refund of any kind.

In no event shall the Rental Property be occupied by more persons than the capacity of the property as stated on the web site or the confirmation letter, without prior approval by Owner. If any occupant of the Rental Property has medical conditions or contagious conditions that put others at risk, they are not allowed to occupy the Rental Property at any time and Guest shall be personally liable for all financial costs related to restoring and sanitizing the Rental Property to its safe and original condition. No fraternities, school, civic, or other non-family groups are allowed unless Owner grants prior approval. In no event shall Guests assign or sublet the Rental Property in whole or in part. Violations of these rules are grounds for expedited eviction with no refund of any kind. Guests hereby acknowledge and grant specific permission to Owner to enter premises at any time for inspection purposes should Owner reasonably believe that Guests are causing or have caused any damage to Rental Property. Guest further agrees to grant Owner access to Rental Property for purposes of maintenance and repair. If listed "For Sale", Guests agree to grant access by scheduled appointment upon notification.

In the event Guest wishes to terminate this agreement, Travel Insurance, Damage Protection and any processing or administrative fees are non-refundable. The refund policy is as follows:

No refund will be issued for any reason.

All cancellations must be received in writing, by mail or email and acknowledged by rosiesrentals.com. All deposits are non-refundable and forfeited upon cancellation by guest. The deposit is considered earned once the reservation is set up. No exceptions. For cancellations received after the final payment has been made, payments will be retained by Owner. If the space is re-rented, a pro-rata refund will be issued for any of the days that have been re-rented, less a 25% fee. Guests should consider acquiring third party travel insurance if there is a risk of cancellation. We currently do not offer this type of coverage.

A payment of 10% is taken by Owner at the time of the booking. Any remaining balance must be paid 60 days prior to the arrival date, or this Agreement may be cancelled by the sole option of the Owner. An automatic credit card payment for the remaining balance will be scheduled by the Owner to be made 60 days prior to the arrival date. The credit card of the first payment is used if a credit card was provided. If the automatic payment fails for any reason, it is the responsibility of the Guest to make sure that the remaining balance is promptly paid in full, or the reservation will be canceled with no refund of payments made. All policies contained in this Agreement shall apply equally to payments made by credit card, check or cash and whether made via website, by phone or in person. Any refunds due to Guests from a credit card payment will be refunded by credit card transaction; all other refunds will be made within 30 days by check. Reservations are not considered "confirmed" until the booking is finalized and the fees required on the day of booking are received and have cleared Owner's or Owner's agent's bank account.

There is no guarantee that date changes to the reservation can be accommodated. Changes that result in occupancy gaps of less than 7 nights are generally not permissible. Changes are permissible entirely at the discretion of Owner. Permissible changes within 48 hours of booking are free. Permissible minor changes (moving arrival or depart date by a few days) after 48 hours of booking will result in an additional reservation fee. If Guest rebooks at a higher season, Guest will be required to pay any difference between the rate at the time of the original booking and the rate at the time of the new booking. There will not be any refunds if Guest books at a lower season. No-shows or reservations that are not honored will result in forfeiture of entire rent due with no credit toward any future reservation. Late arrival or early departure does not warrant any refund, regardless of situation, including but not limited to inclement weather and flights delays or cancellations.

A security deposit is required ("Security Deposit") and will be automatically reserved for the booking. The automatic reserve is conducted by putting a hold on the Guest's credit card for the amount of \$500.00 exactly 3 day(s) prior to the arrival date. The credit card of the last successful payment will be used. If there are no successful credit card payments, it is the responsibility of the Guest to send \$500.00 by check to the Owner to satisfy the Security Deposit requirement. If, at the end of the rental period, the rental property is returned undamaged beyond normal wear and tear, the Security Deposit will be released in full within seven (7) business days. In the event of any damages, Owner will provide Guest with a full accounting of expenses incurred and deductions made from the Security Deposit. Should the damages exceed the amount of the Security Deposit, Guest agrees to pay the balance within five (5) business days after receiving notification. Deductions from Security Deposit may include, but are not limited to: excess cleaning fee, additional expenses and cleaning due to smoking or sand in the rental property, excessive dirty dishes or garbage removal, sand removal, soiled upholstery, mattresses or carpet stains hot tub draining and refilling fee, trash removal fee, missing item replacement costs, damaged item replacement or repair costs, contraband, pets, unauthorized late check out, collection of rents or services rendered during the stay or unpaid accrued charges during the stay, repair costs of buildings or grounds, or other service call fees. Owner is under no obligation to use the least expensive means of restoration.

Regular payments and security deposits for the booking will be displayed as rosiesrentals.com on the Guest's credit card statement.

Pets are not allowed in the Rental Property. Nothing herein, however, shall hinder full access to the Rental Property and the common areas by person with disabilities requiring an assistance or service animal. If permission is not given by the Owner in writing, any pet(s) found in or about the Rental Property will be grounds for expedited eviction and forfeiture of all monies paid.

Guests must inform the Owner of their intention to bring children and the specific number. A child is defined as any person under the age of 18.

Owner reserves the right to cancel this Rental Agreement without prior notice, at any time and without liability in the event of a sale of the Unit, or if the Rental Property becomes uninhabitable, damaged or otherwise unavailable. In this case, we will do our best to make alternative arrangements for you where possible. If we cannot, or if the alternative arrangements are not acceptable to you, we will refund all monies paid (pro-rated to dates remaining if applicable). This refund is the full extent of the Owner's liability to you. Owner will not be responsible for any other costs connected with such a cancellation, however arising. Owner recommends that you purchase trip cancellation/interruption insurance.

No refunds will be provided due to inoperable appliances, electronics, pools, hot tubs, elevators, etc. The Owner will make every reasonable effort to assure that such appliances will be and remain in good working order. Please report any inoperative equipment or appliances to Owner or Owner's contact at the number listed on the Check in email or in the Unit. Owner shall not be liable for events beyond Owner's control which may interfere with Guest's arrival or occupancy, including but not limited to Acts of God, acts of government agencies, fire, strikes, war, power blackouts, water shortage, flooding, snow, smoky skies, construction at adjacent properties, inclement weather or travel delays or mandatory evacuations of the area by government officials due to hurricanes or other potentially dangerous situations arising from acts of god or nature.. No full or partial rebate or refund will be offered in these circumstances.

In units where telephones are provided there is no charge for calls anywhere within Canada or the United States. Do not make calls on the phones provided outside of the US and Canada. Free wireless internet is available at no charge. Wi-Fi, telephone and cable TV services failure is at the control of the companies that offer the service and in no way is the condo Owner responsible for its service or any interruption that may occur.

Guest is responsible for all shipping costs for any Lost and Found items that Owner is requested to return to Guest. Items found and not claimed will be disposed of at the discretion of Owner, as these are deemed abandoned items and neither Owner nor Owner's agents are responsible for their recovery, retention or removal.

If a hot tub or pool is provided at the Rental Property, it will be prepared and tested for proper and safe chemicals prior to or on the day of occupancy. Misuse of a hot tub or pool by the spilling of foreign substances into the pool, i.e., soap, shampoo, oils, glass, or metal will result in a Service Call Charge at the sole discretion of Owner. Under no circumstances are pets allowed in pools or hot tubs. Violation of this provision shall be grounds for expedited eviction and forfeiture of all monies paid.

A basic supply of linen is provided in each property. Bed and bath linens are not washed for you or exchanged during your stay. Guest is responsible for lost or damaged items at the cost of two (2) times the retail price for such damaged or lost linens or towels. Stained linens or towels that remain stained after the first washing are considered damaged. Start up supplies of bath soap, toilet paper, paper

towels and trash bags will not be replenished. Additional supplies that may be needed are the guest's responsibility to purchase.

The Rental Property and the contents and furnishings inside of the Rental Property are privately owned. Additional furnishings and equipment will not be provided, and you are prohibited from rearranging, moving, or removing any contents from the Unit. Do not take indoor furniture to lanai. The cost to replace any contents destroyed, damaged, moved or removed will be paid by Guest.

Changes in furnishings, amenities and or décor occur from time to time and such changes will not void or alter the terms of the rental and is not a valid reason for cancellation or a refund.

Locked areas for which Guest is not provided a key, such as Owner's personal storage areas, are exempt from this Agreement and are off limits to Guest. Forced entry into these areas is a criminal offence, cause for immediate termination of this Agreement, and Guest will be charged for damage and/or missing items.

The properties, especially in Hawaii and its tropical warm climate, is home to several species of commonplace pests that may appear in the Rental Unit or the building or property in which the Rental Property is located. These may include but are not limited to the following: geckos, centipedes, rodents, cockroaches, mosquitoes, ants and frogs. Although professional Pest Control is regularly utilized on the property, Guest acknowledges that Owner has no control over the failure of such services to prevent such pests from being present. It is recommended that you keep screen doors closed to further minimize the occurrence of insects, and that you cooperate with staff at all times when pest control is being implemented.

In the event Owner is unable to make Rental Property available for any reason other than described above or a reasonable substitute as determined by Owner, Guest agrees that Owner's sole liability as a result of this unavailability is to provide a full refund of all monies paid under this Agreement and Guest expressly acknowledges that in no event shall Owner be held liable for any special or consequential damages which result from this unavailability. Guest also agrees to indemnify Owner from and against liability for injury to Guest or any other person occupying Rental Property resulting from any cause whatsoever including, but not limited to, injury sustained as a result of use of the phone, spa, hot tub, sauna, whirlpool tub, pool, exercise equipment, elevator, etc. except only such a personal injury caused by the gross negligence or intentional acts of the Owner.

Owner retains the right to enter the Rental Property at any time for emergency repairs or with 24 hours' notice to inspect or to perform maintenance as needed regardless if Guest is present or not.

Owner may terminate this Agreement upon the breach of any of the terms hereof by Guest. Guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement and shall vacate the Property immediately. Owner, in its sole and unfettered discretion, reserves the right to refuse or discontinue service to any person(s) and/or to rescind any contract for accommodation or guest services, for cause.

Agreement shall be enforced under the laws of the state or province within which the Rental Property is located, including any applicable rental acts of that jurisdiction, and represents the entire Agreement. Any amendments must be in writing and signed by both parties. In the event of a dispute, legal action may only be instituted in the jurisdiction within which the Rental Property is located. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement.

The Rental Property may offer access to recreational and water activities, including but not limited to oceans, lakes, swimming pools, canoes, bicycles, snorkeling, surfing and swimming. Guest fully understands and acknowledges that outdoor recreational and water activities have inherent risks, dangers and hazards. Participation in such activities and/or use of equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. The common areas and Rental Property may not be "child-proof", so please exercise caution with children. Guest agrees to fully indemnify and hold harmless the Owner and any and all agents, employees, or contractors for any injury or damage caused by these activities, whether caused by the negligence of the Owners, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes foreseeable or unforeseeable. Guest acknowledges that Owner shall not in any way be considered an insurer of security within or relating to the Rental Property or the building or property in which the Rental Property is located, and Owner shall not be held liable for any loss or damage by reason of any failure to provide adequate security or any ineffectiveness of security measures undertaken. No representation or warranty is made that any security system or measure, if undertaken, cannot be compromised or circumvented, or that any such system or measure undertaken will in all cases prevent loss or provide the detection or prevention for which the system or measure is designed or intended. Guest further specifically acknowledges and understands that the Owner is not an insurer of the safety or well-being of occupants or their property, and that each occupant assumes all risks for loss or damage to property and injury to or death of persons on or relating to the Rental Property or the Building or property in which the Rental Property is located, and surrounding areas, and further acknowledges that Owner has made no representations or warranties, nor has or will Guest rely upon any representations or warranties, expressed or implied, relative to the security or safety of the Rental Property or the Building or property in which the Rental Property is located, or any security measures undertaken within, relating to, or in the vicinity of the Rental Property or the Building or property in which the Rental Property is located. Guest hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the Owners or by any other person. Guest hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Owner and any and all agents, employees, or contractors from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Rental Property facilities, equipment, or activities. Guest further assumes full responsibility for the actions of any and all persons whom he may allow to enter the property during the rental period and indemnifies Owner from any and all claims arising from such other persons.

Infectious Diseases and Pandemics. Guest hereby promises and agrees as follows: In the Rental Property where I will be renting and living as a Guest, I will comply fully with ALL policies and procedures in place at the [property and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the Owner of the Rental Property where I am staying allowing me to visit and reside on the dates set forth in my reservation, I agree as follows:

1. I acknowledge that my presence adds increased risk to the residents, housekeepers and staff of the property, and that the risk of ill health to me and to the residents, housekeepers and staff of THE PROPERTY is significant, including the potential for serious personal injury, death or ill effects resulting from or arising in any way from contracting an infectious disease or diseases and pandemics including COVID-19 and its variants (the "Diseases");
2. I am willing to accept full responsibility for my choice of traveling and staying at THE PROPERTY as it relates to my own health and well-being and well as the health and wellbeing of all persons who I allow to enter and stay in the Unit, and I agree to assume all responsibility for such risks, and agree that I shall visit and stay at the PROPERTY at the sole and exclusive risk of myself and all who enter the Rental Property during the stay encompassed in my confirmed reservation;

3. I acknowledge and agree that the HOMEOWNERS ASSOCIATION, its staff, manager, subsidiaries and affiliates, and any of the HOMEOWNERS ASSOCIATION's respective directors, officers, shareholders, employees, agents, independent contractors, owners, successors and assigns (hereinafter collectively referred to as the "Releasees"), shall not be liable or responsible in any way for any illness or injury whatsoever or death, which may be suffered by me, the other guests who enter the Rental Property during my reserved stay or by any other person in contact with us, arising out of the Diseases and our attendance at THE PROPERTY;
4. I waive any and all claims against, and I covenant not to sue, each of the Releasees, for any liabilities, illness or injury whatsoever which may be suffered by me, or by any other person who enters the Rental Property during our reserved stay or by any person who comes into contact with us, arising out of the Diseases, due to our attendance at THE PROPERTY, and I agree that any one or more of the Releasees shall have the right to use this Agreement as a complete bar and defense to any claim or lawsuit brought in contravention of this Agreement;
5. I also agree to comply with all laws, regulations and rules regarding traveling in and to the property's jurisdiction and relating to the Diseases that are enacted by any governmental agency with applicable jurisdiction.
6. I agree on behalf of my heirs, successors, agents and family to indemnify, defend, and hold harmless the Releasees from and against any and all losses or damages of any kind whatsoever, including reasonable legal fees, incurred by the Releasees in connection with any claim or third party claim whatsoever brought against or involving any one or more of the Releasees, arising out of the contraction of the Diseases, as a result of or in connection with our stay at the Rental Property rented at THE PROPERTY; and
7. I agree that the laws of the state or province where the rental property is located shall apply, and the courts of the said applicable jurisdiction shall have sole and absolute jurisdiction, for any claims arising out of this Agreement. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the applicable jurisdiction and that the laws of that jurisdiction apply to this Agreement.
8. I am not relying upon any oral or written representations or discussions with staff and acknowledge that this is a legal document.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, Guest has read and agreed to the following:

I understand the rules and rental conditions upon which I am agreeing to rent accommodations, equipment, and use of the property. I acknowledge and accept that the sole responsibility for safety lies with the participant. In agreeing to this, I acknowledge that outdoor activities and exposure to the natural elements and animals can be dangerous and sometimes result in injury and even death. Steps and decks can be slippery, animals and insects can threaten and infect or injure, exposure to the elements can cause hypothermia, sunburn, among other risks inherent in participating in camping, outdoor and water activities. I know that alcohol and/or drugs do not mix safely with any outdoor activity.

The Guest acknowledges and agrees that Rosiesrentals.com is not licensed as a real estate broker or real estate salesperson. The Guest shall not request nor shall Rosiesrentals.com be obligated to provide any services which would require Rosiesrentals to be registered as a real estate broker or real estate salesperson. The Guest further acknowledges that it is not entitled to any protection or compensation that it may be entitled to if Rosiesrentals.com was registered as a real estate broker or real estate salesperson.

I am over the age of 25 and assume responsibility for those in my charge under the age of 18. I hereby assume all legal responsibility for bodily injury to me or to any person on the property as a result of my

visit and use, operation or possession of equipment hired or loaned to me. Acknowledging this, I accept complete responsibility for the minor children and myself in my charge and visit the property and equipment and engage in activities or events at my own risk.

I will abide by the rules and accept these rental conditions:

The property I rent will be returned in the same condition in which it was rented and I will be responsible for all damage and/or loss that occurs during my rental period.

I agree to hold harmless and to indemnify the Owner of the Rental Property against all loss, damage, expense and penalty on account of personal injury or property damage to the rental dwellers, the undersigned or to any minor child or children in the charge of the undersigned, howsoever rising, whether by act or acts or failure to act of the employees, owners or animals of the said company or property owners or not.

I acknowledge receipt of the property in good order and condition (if found otherwise per my arrival I will contact Owner immediately) and further agree that the Owner of the Rental Property shall not be liable for consequential damages of any kind or nature from whatever cause arising, whether property or equipment is loaned or rented.

I enter into agreement freely with the Owner of the Rental Property at my own risk, acknowledging the risks inherent in indoor and outdoor activities and assume any and all responsibility for the minor children and myself in my charge.

All parties agree to and will comply with any governmental pollution laws and any other applicable laws and regulations.

If we have to give any notice to you, then we can deliver it to any occupant of the Rental Property who appears to be 18 years or older, whether or not such person is the "Guest" identified in the Confirmation Email. By serving an occupant in this manner, notice shall have been given to all of you. If we cannot deliver a notice to you, we may post the notice in a conspicuous place inside or on the door of the Unit.

BY AGREEING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT IN FULL AND THAT I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT. I AM AGREEING TO THESE TERMS VOLUNTARILY WITHOUT ANY INDUCEMENT, AND I ACKNOWLEDGE THAT I HAVE BEEN PROVIDED THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE REGARDING THE EFFECT OF THE TERMS AND CONDITIONS HEREOF AND IF I HAVE NOT OBTAINED INDEPENDENT LEGAL ADVICE, I HEREBY WAIVE THE RIGHT TO HAVE INDEPENDENT ADVICE BY AGREEING TO THE TERMS HEREIN.

If submitting this agreement by mail and unable to sign electronically, please sign below and mail it to:

Rosiesrentals.com
3779 190th Street
Surrey, BC V3Z 0P6
Canada