

VACATION RENTAL AGREEMENT

Aloha! Please carefully review this Rental Agreement ("Agreement") in its entirety. It will govern your rental arrangement and legally binds the person who has made a reservation ("Guest") through rosiesrentals.com (the "Site") to rent a condominium vacation rental unit (the "Unit") from the owner of such unit (the "Owner") to the terms set forth herein. This Agreement is entered into by and between Owner and Guest. 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 to this Agreement and do not bear any responsibility or liability with respect to the Unit, or with respect to any services to be provided by Owner or other third parties to Guest. "Guest" may also be referred to in this Agreement by the terms "you," "your" and similar terms.

1.0 RESERVATIONS, PAYMENT TERMS AND FEES

Reserving accommodations through the "Site" and making your payment constitutes your agreement to all such terms, conditions and requirements of this Agreement.

1.1 Reservations.

To secure your reservation, you are required to agree to the terms and conditions contained in this document:

- 1) On the rosiesrentals.com website, you will find a check box at the bottom of the Reservation Request page on each of the units. Fill in the information on the form, read this form and if you agree with the terms and conditions, check the box "I agree to the rental terms and conditions."
- 2) To submit this Agreement by mail, simply print the Agreement, sign and date it to the address below.

Reservations are not considered "confirmed" until the booking is finalized and the Deposit charged to Guest by or on behalf of Owner are received and have cleared Owner's bank account.

A Rental Confirmation shall be emailed to Guest upon booking of the Unit. Please review the Rental Confirmation carefully to make sure that the arrival date, departure date, occupancy and accommodations are accurate. Any errors must be directed to Owner immediately. Unless you advise Owner within 1 hour of the receipt of the Confirmation Email or by the Arrival Date (whichever is earlier), you will be deemed to have agreed that the arrival date, departure date, occupancy and accommodations information contained in the Confirmation Email are accurate.

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 Unit becomes uninhabitable, damaged or otherwise unavailable. In this case, a full refund will be issued to Guest.

Owner reserves the right to evict any Guest immediately if they are found to break any house and/or association bylaw, rules, local and federal laws, or act in a threatening, unruly or verbally abusive manner to either Owner, its agents, building staff or other owners of units in or patrons of the building in which the Unit is located. Any Guest that has medical conditions or contagious conditions that put others at risk, are not allowed to occupy the Unit at any time and if discovered, Guest will be in default of this Agreement and Guest will be evicted immediately without any refund or compensation and Guest shall be personally liable for all financial costs related to restoring the Unit to its safe and original condition.

Owner has published a maximum number of guests allowed to occupy unit at any one time. Any renter misrepresentation or found to have exceeded this limit will be charged \$100 per each day of violation extra for a 1 bedroom condo and \$200 per day for a 2 bedroom unit. No parties or gatherings in the unit that exceed the maximum guest limit is allowed. In addition, owner has the right to evict that tenant immediately from the unit for misrepresentation and forfeit all rents and deposits paid.

1.2 Payment Terms.

- For reservations made **more than 75 days** prior to the check in date, a non-refundable deposit of 10% of the full rental rate or \$200, whichever is greater, is required within 14 days of confirmation of the reservation to secure the reservation, and the balance in full is due 60 days prior to the check in date;
- For reservations made **more than 30 days but less than 75 days** prior to the check in date, payment

of the full rental rate is required within 7 days of confirmation of the reservation to secure the reservation;

- For reservations made **less than 30 days** prior to the check in date, payment of full rental rate is required within 2 business days of confirmation of the reservation to secure the reservation, via overnight courier or Paypal (see below).
- For reservations made **less than 7 days** prior to check in, payment in full is expected within 2 business hours of confirmation, via Paypal.
- We only accept checks drawn on US Dollar accounts (personal OK) or bank drafts. In an effort to keep our rates as low as possible, we do not formally accept credit cards. To accommodate guests who would like to pay with their credit card, we can send a PayPal invoice, but PayPal charges a 3% fee for their service, which we then add to the invoice. The only way to pay by PayPal is to pay a PayPal invoice that we have sent you.
- Canadian guests - please do not write a check on a Canadian Dollar account and mark it "US Dollars". Our bank does not accept these checks.
- Checks or money orders shall be made payable to **rosiesrentals.com** and sent to:
Rosiesrentals.com
2885 Semiahmoo Trail
Surrey, BC V4P 1H4
Canada
- Dishonored or bounced checks will incur a service charge of \$35.00 for processing fees.
- All rates subject to Hawaii State taxes. If taxes change after the booking is made but before occupancy, the rate will be adjusted.

1.3 Fees.

In addition to the nightly rental rates, the following fees apply:

- A reservation fee of \$25.
- A cleaning fee of \$125 for one bedroom units, \$150 for two bedroom units. Daily cleaning or housekeeping is not included; the cleaning fee is for cleaning before and after your stay.

2.0 CANCELLATIONS AND CHANGES

2.1 Cancellations. We hope you do not have to cancel, but if it happens:

- All deposits are non-refundable and forfeited upon cancellation. No exceptions
- Reservations may be cancelled and deposits may be forfeited where payments are not received within the time limits identified in this Agreement.
- For cancellations received after the final payment has been made, payments will be retained by Owner. If the space can be re-rented, a pro-rata refund will be issued for any of the days that have been re-rented, less a 25% fee.
- All cancellations must be received in writing, by mail or email.
- Guest should consider acquiring third party travel insurance if there is a risk of cancellation. We currently do not offer this type of coverage.

2.2 Changes. We hope you do not need to make changes, but if you do:

- There is no guarantee that changes can be accommodated - check first!
- Changes that result in occupancy gaps of less than 7 nights are generally not permissible.
- Changes are permissible entirely at the discretion of Rosiesrentals.com.
- 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 a \$25 fee. Permissible major changes more than a few days results in a 10% 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.
- In no case can a reservation be moved more than 1 year from original check in date.

- 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.

3.0 GENERAL TERMS, CONDITIONS AND DISCLOSURES

3.1 Check In and Check Out. Check In is at or after 4:00 p.m. Hawaii Standard Time. Check Out is required by 10:00 a.m. on the day of departure, unless early check in or late checkout has been authorized in writing. Refunds or other adjustments are not available if housekeeping requirements or extraneous circumstances delay your Check In. You will be provided instructions for check in with your acknowledgment of final payment.

3.2 Occupancy. The number of all guests staying at the rental when the reservation is made is recorded. If the number of guests in your group changes, this must be communicated verbally and confirmed in writing to Owner. Additional adult guests beyond those initially identified may not be permitted and may result in an additional fee per person. One guest must be over the age of 21.

3.3 Parking. There is only 1 parking space for each allotted unit. You need to register your car at the front office to receive a parking permit that must be displayed on the car. If the office is closed when you check in, please register with the office the next time it opens.

3.4 Telephones, Internet and Cable TV. Telephones are provided and 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. Wifi, 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.

3.5 Use. Please respect the privacy of the other occupants and guests, including the quiet hours between 9:00 p.m. to 8:00 a.m.

The unit must be used for residential vacation rental purposes only. Special events, such as parties, receptions and group events are not permitted without prior written consent from the Owner.

Subletting the unit is not permitted.

A basic supply of linen is provided in each property. Bed and bath linens are not exchanged during your stay. The start up set of bath soap, toilet paper, paper towels and trash bags are not replenished.

Using the premises for any illegal activity including, but not limited to, the possession, serving, or consumption of alcoholic beverages by or to persons less than 21 years of age, is forbidden.

Guest shall permit no activities in the unit or on property that are contrary to any law, ordinance, homeowner association rule or regulation, and/or any applicable health and/or fire department or insurance policy provisions.

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, inclement weather or travel delays. No full or partial rebate or refund will be offered in these circumstances.

Owner retains the right to enter the Unit at any time to inspect or to perform maintenance as needed regardless if Guest is present or not.

Guest is responsible for Guest and Guest's family and friends and all others that Guest permits to occupy, enter or use the Unit ("Guest's Family and Friends"). Guests and Guest's Family and Friends will abide by all house rules of the AOAO of the property and any breach of these rules will result in immediate eviction and forfeiture of all funds received.

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.

Upon departure:

- a. Place rubbish, debris and discards in trash room down the hall.

- b. Place soiled dishes in the dishwasher and turn on.
- c. Put all used linens in a pile on the bedroom floor.
- d. Turn off lights and fans, close windows and lock doors.

3.6 DAMAGE FEE: Guest shall be responsible for all damages caused by Guest and Guest's Family and Friends. Without limiting the foregoing, an additional fee of up to \$2000 may be charged for the following:

- a. Damage to the Unit or the building in which the Unit is located or loss or damage to any contents of the Unit or the building in which the Unit is located, beyond normal wear and tear.
- b. Additional expenses and cleaning due to smoking in the Unit or on the lanai (balcony) of the Unit, sand in unit, contraband, pets, collection of rents or services rendered during the stay or unpaid accrued charges during the stay.
- c. Lost or damaged linens.
- d. Early check-in or late check-out.
- e. Guest is evicted by Owner (or representative of Owner), the local law enforcement, or the security company employed by the building in which the Unit is located, the resort or property.
- f. Damaged property, missing property, or extensive cleaning due to Guest leaving the premises in an untidy condition.

Guest acknowledges receipt of the rules of the homeowners association with their rental confirmation and agrees to abide by all said rules. Eviction or fines can be assessed and charged for each occurrence of violations that have been committed and/or tenant can be evicted immediately in which case Guest will forfeit all monies paid.

In addition, all items left in the Unit may be disposed of as these are deemed as abandoned items and neither Owner nor Owner's agents are responsible for their recovery or removal.

3.7 Furnishings and Contents of Unit. The unit is fully equipped with kitchenware, linens and towels and a starter supply of soaps and paper products. Additional supplies that may be needed are your responsibility to purchase. Bed, bath and beach linens are not exchanged during your stay. All special requests are handled according to availability.

The rental unit and the contents and furnishings are privately owed. 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 decor 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.

3.8 Condition of Unit. Guests are expected to keep the unit in good, clean condition. Garbage and rubbish shall be properly bagged to avoid spillage or leakage.

You agree to accept liability and pay for all damage, replacements, repairs and additional services required caused by you or your guests that are outside what is considered normal wear and tear. This includes, but is not limited to, additional cleaning, such excessive dirty dishes or garbage removal, sand removal, soiled upholstery or carpet stains, odor removal including smoking or damage beyond normal wear and tear.

No refunds or rent reductions will be made due to failure of appliances, equipment, wifi, phone or cable TV services. Owner does not guarantee against mechanical failure of TV's, VCR's, DVD's or other equipment or appliances but will make every reasonable effort to repair or replace equipment or appliances that were expected. Please report any inoperative equipment or appliances to Owner or Owner's designee

immediately To the on island contact at the number listed on the Confirmation Email or in the Unit.

You are responsible for reporting any and all damage to the unit prior to your departure. If you experience any mechanical, electrical, plumbing or other problem in the unit, please immediately report the occurrence to the on-island contact listed on your rental confirmation. Damages resulting from delayed reporting are the responsibility of Guest.

Due to the tropical nature of Hawaii and its warm climate, Maui is home to several species of commonplace pests that may exist in the Unit or the building or property in which the Unit 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.

3.9 Smoking. Smoking is prohibited in the unit including the lanai, and generally on the entire property except for two designated smoking areas.

3.10 Pets. Pets are not allowed in the unit. Nothing herein, however, shall hinder full access to the units and the common areas by person with disabilities requiring an assistance or service animal.

3.11 Common Areas and Beach. You are accepting and assuming all risks involved in or related to the use of the pool, BBQ and all other common areas, including the public beach and ocean, and with any beach chairs, umbrellas, snorkel gear, boogie boards or other like equipment borrowed from the unit. The common areas and unit may not be "child-proof", so please exercise caution with children.

3.12 Safety. Natural beauty surrounds Maui but weather, surf, currents, ocean and land conditions may be unpredictable. Please use caution in the ocean and in any bodies of water, including the property's pool, and while hiking. You are responsible for your own safety and the safety of your family. Any ocean equipment provided with the Unit, such as body boards and snorkels, and island guide books are for your enjoyment and to be used solely at your own risk. Fins are recommended for body boarding, snorkeling and swimming. There are no lifeguards at the property's pool or at Keawakapu Beach.

Guest acknowledges that Owner shall not in any way be considered an insurer of security within or relating to the Unit or the building or property in which the Unit 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 Unit or the Building or property in which the Unit 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 Unit or the Building or property in which the Unit is located, or any security measures undertaken within, relating to, or in the vicinity of the Unit or the Building or property in which the Unit is located.

Guest hereby acknowledges and agrees: (i) the State of Hawaii is periodically subject to Tidal Wave/Tsunami/ Hurricane threats. Please refer to the local phone book regarding inundation area and evacuation instructions should a threat occur; (ii) Owner is not responsible for any noise pollution, delays, or inconveniences including, but not limited to, traffic and emergency response vehicles, parades or events, frogs, birds, and/or construction;

****WRITTEN EXCEPTIONS:** Any exception to the above mentioned policies must be approved in writing in advance**

4.0 LIABILITY

4.1 Guests' Violations. Any violation of the terms of this Agreement may result in immediate eviction and forfeiture of all deposits and fees you have paid.

4.2 Non-Liability. Rosiesrentals.com and the owner of the unit do not assume any liability for any of the following: (a) inconveniences arising from any temporary defects or stoppage in supply of water, gas, electricity, or plumbing, or resulting from neighboring construction or road repairs, (b) loss, damage or injury to Guest's personal property, or (c) loss or damage caused by the natural disasters or other reasons beyond our control. Should the unit be made unavailable for reasons beyond our control, another unit of equal or higher quality may be provided to Guest for rental. If no other property is available, Guest shall be entitled solely to a refund of any sums paid to rosierentals.com.

The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Rosiesrentals.com and the Owner of the unit from any and all claims, demands and causes of action by reason of any loss or injury of whatever nature that has or have occurred or may occur to the undersigned or any of his/her guests as a result of, or in connection with, the occupancy of the premises and agrees to hold Rosiesrentals.com and or the Owner free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this Agreement, their principals, successors or assignees, the prevailing party shall be entitled to recover reasonable attorney fees and costs. However, in any action associated with failure to pay for damages, the Guest agrees to be responsible for all court costs and legal fees.

4.3 Acknowledgement. The Guest acknowledges and agrees that Rosiesrentals is not licensed as a real estate broker or real estate salesperson. The Guest shall not request nor shall Rosiesrentals 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 was registered as a real estate broker or real estate salesperson.

5. MISCELLANEOUS.

5.1 Captions, Attachments, Defined Terms. The captions of the paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in interpreting or construing this Agreement. The word "Owner" as used herein shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine, and words in the masculine or feminine gender include the neuter.

5.2 Entire Agreement. This instrument, along with any exhibits hereto and the documents incorporated herein by reference, may be altered, amended or revoked only by an instrument in writing signed by both parties. The parties hereby agree that all prior or contemporaneous oral agreements between and among themselves and their representatives are merged into or revoked by this Agreement.

5.3 Governing Law. This Agreement shall be governed and construed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each of the parties hereto and their respective heirs, legal representatives, successors and assigns hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia with respect to any matters arising out of this Agreement.

5.4 Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

5.5 General. The terms and conditions of this Agreement may be revised at any time by updating this posting. You should visit this page from time to time to review the then-current Agreement because the terms will be the ones that will govern the relationship. Certain provisions of this Agreement may be superseded by expressly designated legal notices or terms located on other pages on the www.rosiesrentals.com website. This Agreement is governed and construed in all respects in accordance with the laws of the province of British Columbia, regardless of the state or place of domicile or residence of the parties to this Agreement. This Agreement supersedes all prior oral discussions, written information, e-mails or fax communications. If we have to give any notice to you, then we can deliver it to any occupant of the Unit 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 on the Unit.

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

Rosiesrentals.com Canada
2885 Semiahmoo Trail
Surrey, BC V4P 1H4

By _____
Guest (1)

By _____
Guest (2)