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## GUEST LEASE AGREEMENT

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PLEASE READ CAREFULLY:

By providing payment for this transaction, by default and in principle, Guest agrees to all terms and conditions set forth within this Lease Agreement and are bound to them forthwith, regardless of the absence of a physical signature on this Lease Agreement.

1. AGENCY DISCLOSURE - KBM Resorts is a licensed Real Estate Sales and Property Management company.

2. DEFINITIONS - 'GUEST' - the individual, entity or group, as named in the GUEST ROSTER on the reservation invoice, that as one or collectively provides payment to lease a vacation unit through KBM Resorts and has legal authorization to occupy the PREMISES. Terms and conditions herein referring to a 'Guest' shall apply to the primary and ALL the members of the Guest party or group occupying the premises at any time during that booking period. The 'AGENT' - KBM Resorts, its personnel and all representatives thereof. 'PREMISES' - the privately owned property and its improvements as defined by the legal plat and deed of said property inclusive of the vacation unit itself and its associated structures, the physical land and natural amenities, all improvements, buildings, dwellings and their contents, driveways, pathways, trails, easements, and any other preexisting matter or boundary, defined or not. 'OWNER' - the entity(s) for which title(s) to PREMISES is held by, including private and common elements.

3. LEASE AGREEMENT - Guests acknowledge, understand, and agree that when Guest(s) provide Agent with payment information (credit card, check, cash, cashier's check or any similar form of remuneration) Guest is committing to leasing a private residence exclusively and entering a binding commitment with compensation to the Owner and Agent. Agents are authorized to charge said credit card for the total amount agreed upon and Guests have authorization to occupy the premises exclusively for the duration confirmed on the reservation while bound to the conditions of the Lease Agreement herein. Agents' Cancellation Policy will govern any cancellation, rescheduling, or change after the initial credit card authorization has occurred.

4. CHECK-IN TIME: On or after your arrival date at 4:00 PM local time. The property cannot be guaranteed ready for occupancy until this time. Agent will use commercially reasonable efforts to have the Premises ready for Guest occupancy by 4PM, but Agent cannot guarantee the exact time of Property readiness.

5. CHECK-OUT TIME: On or before your departure date at 11:00 AM local time (Strictly enforced). Timely check-out is strictly enforced so that Agent(s) have adequate time to prepare the property for the next guest. Upon checking out, guests must follow the checkout procedures documented in your Departure Checklist. Guests that do not vacate the rental property and return the keys by the stated checkout time or return to the rental property without the consent of the Agent after the contractual check out time will be charged \$100 for each half hour increment that guests and/or their belongings are still occupying the unit and required to vacate immediately.

6. RESERVATION DOWN PAYMENT REQUIREMENTS - Deposit payment by credit card or check is required to book this reservation. Upon receipt of the initial payment you will receive confirmation email containing your reservation confirmation number. The remaining balance is due no later than (45) days prior to your check-in date. Reservations placed within forty five (45) days of check-in date will require payment in full at the time of booking the reservation and must be paid with credit/debit cards only or ACH/electronic check. WE DO NOT ACCEPT PAYMENTS AT CHECK-IN!

7. COVID-19 RESERVATION RESCHEDULING POLICY - Should a Maui Covid-19 quarantine restriction exist at the time of arrival, Guest may postpone and reschedule travel dates to a future booking of same or greater value as original booking in any KBM Resort within 24 months of the original arrival date, as long as your postponement request is received within 14 days of your arrival date. Rescheduling shall incur no rebooking or additional fees, and 100% of all proceeds received to date will be credited toward your future reservation. To confirm your 100% credit email [guestservices@kbmhawaii.com](mailto:guestservices@kbmhawaii.com). The rescheduled dates do not need to be the same as original dates; note if alternative dates are selected the nightly rate may change accordingly.

8. CANCELLATION POLICY - Guest is reserving in advance and committing to leasing a private residence exclusively with a binding commitment to compensate Owner and Agent while eliminating the opportunity for other Guests to book the property for the same lease period. Agent HIGHLY RECOMMENDS PURCHASING TRAVEL INSURANCE (TI) at the time of your booking to protect against financial loss (such as forfeited deposits) from unforeseen conditions that lead to trip cancellations, especially for Holiday periods and for bookings with arrival dates within 45 days of the date of cancellation notice. NO REFUNDS FOR CANCELLATIONS RECEIVED LESS THAN FORTY FIVE (45) DAYS OF ARRIVAL DATE OR FOR RESCHEDULED BOOKINGS, NO EXCEPTIONS. Cancellations made FORTY FIVE (45) to NINETY (90) days prior to the documented check-in date forfeit the reservation deposit paid at lease execution. Cancellations made greater than NINETY (90) days prior to documented check-in date

receive a full refund, less a \$59 cancellation fee. Cancellations must be submitted by phone to Guest Services, (808) 568-3270 \*3 and are confirmed received by KBM Resorts by email.

9. REFUND POLICY - There will be no refunds or compensation for events outside of Agent's control INCLUDING, BUT NOT LIMITED TO: Acts of God, Mother Nature, nature itself, wildlife, domesticated life, inclement weather, acts of war or government agencies, road maintenance, gas shortages, power outages or water outages, construction or maintenance work in the vicinity, equipment failures, system failures, road conditions, rain, fire or wind, fear of the unknown, fear of traveling to or from premises, fear for personal safety, proximity to other dwellings, business closures and area event schedule changes. In addition, there will be No refunds or compensation given to unused Options purchased including but not limited to; unused concierge items, unused or malfunctioning rented equipment, unused rental furnishings, etc. Agent HIGHLY RECOMMENDS purchasing Travel Insurance to protect against loss from any of these unforeseen conditions while on route, while on premises and while returning home.

10. IMPORTANT - PLEASE READ CAREFULLY - **Coronavirus Update**: To protect your ohana's health and safety, KBM Hawaii's housekeeping and maintenance teams use the industry's leading cleaning and sanitization products from EcoLabs, recognized as the global leader in hygiene sanitation technology. Our housekeeping staff employ masks, rubber gloves, and sanitizer lotions and perform enhanced sanitization of frequently handled surfaces such as door handles, light switch covers, remote controls, faucet knobs, flush levers, phones, windows, refrigerator handles and similar touch surfaces. Your KBM Hawaii villa is delivered clean, safe, and sanitized for your enjoyment. No Pets

11. NO SHOW/EARLY DEPARTURE/INCLEMENT WEATHER POLICY - Agents are not responsible for Guests inability to arrive or depart on time nor if Guests choose or are required to depart early for any reason, INCLUDING BUT NOT LIMITED TO; inclement weather, such as rain, wind, fire, and any of the reasons stated above in the section entitled 'REFUNDS/CREDITS'. NO REFUNDS OR REBATES will be offered. On a case by case basis, Agent may offer a discounted rate for emergency situations forcing an extension of original departures or a credit on file applicable towards a future stay for emergency situations preventing timely occupancy as an act of good faith but has no obligation to do so whatsoever. Agent HIGHLY RECOMMENDS purchasing Travel Insurance to protect guest against loss from any unforeseen conditions that may lead to trip cancellations, delays or inability to access or depart from premises.

12. SECURITY DEPOSIT / DAMAGE INSURANCE - Damage Insurance is required to protect our Guests and Property. In certain instances, if Damage Insurance is not purchased, a \$1,000 security deposit is charged to the credit card on file to cover costs incurred for excessive cleaning, repair costs, damages, and any additional costs as a result of breach of contract or negligence. The Security Deposit will be held on the credit card on file 1-3 days prior to Guest arrival date and held by the Bank for up to 30 days at which time Bank will automatically release the hold, assuming no additional costs or damages are found. Agent is unable to release a credit card hold. All Credit Card holds are for 30 days, no exceptions. If

Security Deposit hold is declined for any reason, access to the property will be temporarily suspended until the Security Deposit Hold is confirmed. Barring any damages, Security Deposit is fully refunded to card after 30 days automatically. In the event damages, excessive cleaning, or additional charges or penalties are warranted by a breach of Lease Agreement, the full amount of the Security Deposit will be charged until such time the exact cost of the repair is assessed. If more than \$1,000 USD in damages is assessed, then the additional amount will also be charged to the credit card on file. Guest will be notified by email. All damages must be reported. In addition, as a part of your stay, we recommend you purchase the Vacation Rental Damage Protection plan which is designed to cover unintentional damages to the rental unit interior that occur during your stay provided they are disclosed to management prior to check-out. If purchased, the policy will pay a maximum benefit of either \$3,000 or \$5,000 depending on which plan you purchase. Any damages that exceed the limit or are not covered under the plan will be charged to the credit card on file. The Vacation Rental Damage plan can be purchased up to five days from your arrival date.

13. MINIMUM AGE TO EXECUTE CONTRACT - Credit card holder must be 21 years of age or older to reserve and book a vacation property. Reservations Agent has the right to request proof of age. Guest is committing to lease a privately owned home for a specific period of time. Please be responsible and courteous when occupying a vacation property.

14. TRESPASSING - Properties and premises are privately owned residences and protected by State and Private Property laws. Attempting to access a property outside of confirmed reservation dates and times is considered TRESPASSING and may warrant legal recourse. No Trespassing is allowed outside of confirmed reservation dates and times or without prior written approval from Agent. Due to liability and security issues, Agent will be unable to provide prospective renters with directions or keys to preview properties unless escorted by an authorized Agent representative for a pre-negotiated time and fee.

15. MAXIMUM OCCUPANCY - The maximum occupancy is stated in all accommodation descriptions. These limits are required by law and are for the safety and protection of occupants and Owners. The State of Hawaii allows a maximum of three people in a studio, four people in a one bedroom, six people in a two bedroom, and eight people in a three bedroom. Guests are required to document the correct total number of guests on all reservations. Additional guests not documented on your reservation but within the legal limit are automatically billed to your credit card on file an additional \$50/night per guest for cleaning and linens. Please be sure your total guest count is correct on your reservation confirmation before checking in as the ground team cannot make changes to reservations. All guests are considered an occupant & must be included in the occupancy total. Occupancy Roster is filed with Security Personnel for safety and access purposes. Rollaway beds, cots, inflatable mattresses & sleeping bags or other temporary or portable sleeping device not specifically provided by the owner and intended for use to accommodate extra persons are prohibited. If you are found to exceed the maximum declared occupancy of your Property it will be considered a breach of contract and will result in immediate eviction with no refunds or rebates.

16. UNREGISTERED GUESTS - Intentional omission of guests, 'smuggling' unregistered guests and/or deceiving Agent and Owner of accurate guest count, whether willfully or not is a violation and breach of contract and can result in unsafe, unsanitary and illegal conditions, warranting a breach of contract, immediate eviction and possible legal recourse with no refunds.

17. GATED RESORTS SECURITY - Many Properties are located within gated resort communities that require the names and vehicles of the guests staying in the Properties. This information is provided to the Security Office or Front Desk of the resort for security reasons. The security offices of the resorts have the right to deny entry to guests that are not listed on a security registration or pre-authorized for entry by Agent. NO refunds will be offered in conjunction with guests who violate resort security parking or access procedures.

18. URGENT SITUATIONS/MALFUNCTIONS - In a life threatening emergency, call 911. In case of any equipment malfunctions, utility failures or system failures, contact Guest Services to arrange for remedy. Every effort will be made to correct any urgent situation in as little time as possible. Agent cannot guarantee against malfunctions of heating, air conditioning, electricity, water, plumbing, appliances, hot tubs, Jacuzzi tubs, cable TV, satellite TV, television, telephones, any electronics devices, fireplaces, gas logs, grills, lighting, furniture, locks and latches, lock boxes, combination locks, utensils, cookware, etc. No refunds or compensation will be given for failure of the above if the equipment was in working order at the time of the pre-arrival inspection. Any equipment not in working order at the time of the pre-arrival inspection is noted and documented for the guest. Every effort will be made to provide clear concise procedures at the Property for operating equipment as well as clear accurate directions to the Property itself from major highways. Agents are not responsible for guest's inability to operate equipment or follow the directions which may result in a service call for assistance. Any service call requested by guests that is a result of guest action, abuse, misuse or negligence may result in a \$50 travel fee plus \$50/hr of onsite labor and will be billed to guest's credit card. NO refunds or rebates will be offered in conjunction with false or mistaken service calls. NO refunds or rebates will be offered in conjunction with guest's inability to operate equipment or locate the Property. We make every effort to ensure that all equipment within each rental is in working order. In the event of a breakdown, we will strive to repair it as soon as possible after being notified of a problem. We cannot guarantee that spas, air conditioners, televisions, appliances, etc. will not break down during your stay and therefore, no refunds or adjustments will be made for mechanical failure. We cannot guarantee that equipment can be repaired during your stay. There are limited appliance repair companies on island and often cannot accommodate a same day service. Any issues customer has with the rental must be reported immediately to KBM Resorts via the phone number listed in the rental unit's directions and entry instructions. Owner and KBM Resorts have a reasonable amount of time to restore rental to acceptable conditions. Any issues presented after check out cannot be remedied and are not cause for compensation to customer. Construction on adjacent properties or construction conducted by the State is not reason for termination of this agreement, nor is it a reason for refund of any monies.

19. CABLE/SATELLITE TV - Rental properties are individually owned and Agents cannot guarantee scope of TV/cable channel availability. Rental properties do not necessarily offer premium packages, i.e., Movie Channels, Sports Channels, Pay Per View, etc. Agents cannot under any circumstance activate premium channels. No refunds or rebates will be offered.

20. FURNISHING/FURNITURE - All Properties are privately owned property furnished and equipped by its OWNER. As such, Agent(s) cannot make any changes to the furnishings or equipment provided by the owner. If Guest requires special appliances or equipment, please bring them with you or inquire if Agent rents special equipment. Furnishings are subject to change without notice. For your safety, rearranging or moving of furniture is strictly prohibited as is moving or disconnecting electronic equipment, components or cabling and will result in a fee of no less than \$100 due to the unscheduled extra maintenance services needed to return to original condition/location. Loss of these items, as well as damage to the property or furnishings in excess of normal wear will be charged to Guest(s), the renter. Certain areas in each rental property are locked for the OWNERS personal storage and are not included in this rental.

21. LINENS AND CONSUMABLES - A standard supply of linens is provided in each property that supports the maximum occupancy. Bed linen and bath towels are not changed during your stay. The startup supply of complimentary consumables is not replenished during Guest stay, however, housekeeping service and other cleaning arrangements during your stay are available for an additional charge. Contact the Agents Office for details.

22. LONG DISTANCE TELEPHONE CALLS - Some Property telephones are toll restricted and do not permit long distance calls except for toll free numbers, calling card calls, credit card calls, collect calls, valid third party calls, and emergency (911) calls. Any special feature calls including but not limited to; Call Return, Call Block, Call Forward that Guests activates will be billed to Guests credit card on file plus a \$15 service charge per incident. Cell-phone signal is generally reliable in most Properties but cannot be guaranteed.

23. NO-SMOKING - NO EXCEPTIONS! - All Properties are non-smoking. Guests agree to pay not less than \$500 for odor abatement if they smoke inside the Property. If smoking on the property in a designated smoking area, PLEASE DISPOSE OF ALL CIGARETTE BUTTS IN THE GARBAGE so as to preserve the beauty of the grounds and eliminate fire risk to persons and property.

24. ALCOHOL/DRUGS - No drinking of alcoholic beverages by persons under the legal age of twenty-one (21) is allowed on rental properties. If Guests are arrested for underage drinking at rental properties or if Agents observe Guests under the legal age of twenty-one (21) drinking alcoholic beverages, Agents reserve the right to terminate this Lease Agreement and evict Guests with no refund or rebate and possibly pursue legal action against reservation holder. Illegal drug use is strictly prohibited and prosecuted to the fullest extent of the law.

25. LOST/STOLEN/ITEMS LEFT BEHIND - Agents are not responsible for, and cannot replace or reimburse for any Guests' items that are lost, stolen, left behind intentionally or unintentionally anywhere at anytime, in, around, or away from Premises. Items left behind may be disposed by housekeeping regardless of value as housekeeping staff are not appraisers of value. Thoroughly check Premises prior to departure to ensure all items are in Guest possession. Items recovered by Agents may be claimed within seven days subject to \$50 handling fee plus actual shipping cost for delivery by Federal Express. Items recovered but not claimed within seven days are irrecoverable.

26. CONDUCT -Occupancy and use of premises shall not be such as to disturb or offend neighbors or residents by means of including but not limited to; parties, excessive noise and/or obnoxious behavior, Fireworks, or any other noise-inducing mechanisms. Agents reserve the right to terminate this Lease Agreement and evict Guests with no refund or rebate.

27. PROPANE GRILLS - Properties with propane grills are fueled by liquid propane and under NO circumstances may Guests add charcoal or any derivative of charcoal to the propane grills, nor any form of combustible liquid or combustible physical material. If evidence of such combustibles are found inside the propane grill, Agents are authorized to charge not less than \$150 to Guests credit card for cleaning, and sanitizing grill for next guest use.

28. PESTS - Guest understands that insects, rodents and lizards flourish in tropical environments. If Guest's rental is in a tropical climate you may encounter these pests during your stay. Guest understands that owners make their best efforts to hold to an absolute minimum your interaction with these pests. Contact with a pest inside or outside of your rental is not reason for termination of this Agreement nor is it a reason for a refund of your monies. Most Properties are located in areas that may harbor different types of pests including but not limited to: Bees, Wasps, Scorpions, Ticks, Ants, Flies, lizards, centipedes etc. Guests are encouraged to dress accordingly and to bring appropriate insect repellent for outdoor activities. NO REFUND OR REBATE will be offered in connection with any pest encounters. Environmentally friendly pest control services are performed on every property routinely to kill and repel common crawling insects. Should any live crawling insect be noticed inside the Property, please notify the Agent Office immediately for resolution.

29. KEYS - Guest shall leave room and parking keys/cards on kitchen counter before leaving the premises (unless prior arrangements are made in writing with AGENT).

30. CODES AND PASSWORDS - Guest shall not change any codes or passwords without written consent of Agent - including gate, door, and garage codes, internet router passwords or any other technology device which is per-configured with a code or password. Should a password be changed by Guest a

\$150.00 technology fee will be charged to the credit card on file to adjust back to the per-configured setting.

31. PET POLICY - Some Properties allow for Pet Guests. In those Properties, the following terms and conditions apply: A low non-refundable pet cleanup fee is charged per stay for pets to cover normal clean-up required as a result of a pet being on the premises. NOTE: Pets must be completely house broken, well behaved, and pest free. Pets are not allowed on furniture. Guests will be charged no less than a \$25 cleaning fee for removing pet hair and other pet-related material from furniture. Guests may not use any linens or towels provided by Agent on pets; pets shall not be left uncrated while alone on premises. Guests agree to pay for any damages caused by pets as pet damage is not included in Damage Insurance. If pets have an accident in Property, all clean-up will be performed by the Guests. Guests further agree to police waste from the grounds and deposit in outside garbage cans. Failure to comply with pet clean-up policy on the premises may result in additional cleaning charges that will be charged to the guest's credit card. Guests agree to be in full control of their pets at all times and take full responsibility for their pets well being. If any of these Pet Policy items are not met, Guests are in violation of this Lease Agreement. Guests agree that by accepting this Lease Agreement, they are authorizing Agents to charge Guests credit card on file for any damages sustained as a result of pets.

32. DAMAGES TO PROPERTY - Guest is leasing a privately owned home. Please act responsibly and with courtesy in the use of the home. Premises are to be left in clean, undamaged condition, and Guests must follow check-in and check-out procedures, along with the pet policy. Properties have been cleaned and inspected prior to Guests arrival. Guests must call Agents if any damages or defects are noticed .Properties found in excessively unclean condition or with any unique or special cleaning requirements will be subject to additional cleaning charges and billed directly to credit card on file without notification.

33. REFUSAL OF SERVICE - Agent reserves the right to refuse service to anyone. All rental properties are leased without regard to race, color, religion, sex, national origin, physical disabilities, or any other legally protected class.

34. TERMINATION BY OWNER/SUBSTITUTIONS - Agents strive to comply with all reservation requests for specific vacation properties. However, due to ownership changes, properties being removed from rental use, mechanical problems, actual or possible foreclosure, or other unforeseen circumstances outside of Agent's control, Agents cannot absolutely guarantee a specific property. Agents reserve the right to change property unit assignment to a comparable property without liability should rental property become unavailable. A comparable property will be similar, but not exact in size, view, accommodations, function, unit amenities, solely as determined by KBM Resorts. No refunds will be offered when comparable properties are available. Should Guest decline the comparable property, Guest may reschedule their reservation to another available date and property at the published rates under the parameters of the rescheduling policy but no refunds will be offered. If comparable properties are not



available, Guests will have the option of selecting from any other available properties for their reservation dates and pay or receive a refund of the difference in the total cost or may choose to receive a full refund. Agent HIGHLY RECOMMENDS purchasing Travel Insurance to protect guest against loss from any unforeseen conditions that may lead to properties not being available as defined herein.

35. LICENSEE OF OWNER - Guests are a licensee of the Owner and not a tenant; Renting the premises in no way constitutes Guests acquiring interest in the property.

36. LISTING INFORMATION - Information on listings is as accurate as possible but cannot be guaranteed. Rates, furnishings, fees, and taxes on listings are subject to change without notice. Please verify rates call or email to confirm rates, availability and information prior to booking.

37. FEATURES AND CONDITION OF PREMISE - Guest confirms they have read the text and viewed all pictures of Premises in the Property Profile at <http://www.kbmresorts.com>. Guest agrees the view, furnishings, layout, and conditions of Premise are to their satisfaction as documented. Guest agrees ingress and egress to and from the Premise may involve multiple staircases, elevators, paths, walkways, and driveways for which the Agent cannot warrant the condition of such access ways. No refunds are given for dissatisfaction of view, furnishings, layout, access, or conditions of Premise.

38. RIGHT OF ENTRY - Agents reserve the right to enter property at anytime to investigate disturbances, check occupancy, check for damages, make repairs, alterations, and improvements, as Agents deem necessary.

39. VIOLATION OF LEASE AGREEMENT - A material breach of this Lease Agreement by Guests, which, in the sole determination of the Agents, results in damage to the Premises, personal injury to Guests or others, a breach of the peace, a nuisance to others, or a violation of criminal law or local code, shall be grounds for termination of Guests tenancy. Violation of any of the rules contained herein will result in IMMEDIATE EVICTION with NO REFUNDS OR REBATES. If the tenancy created hereunder is for 30 days or less, any expedited eviction procedures set forth in the applicable laws of the State of Hawaii shall apply. Guest(s) may be evicted under such procedures if Guest(s): (i) hold over in possession after Guest(s) tenancy has expired; (ii) commit a material breach of any provision of this Lease Agreement that according to its terms would result in the termination of Guest(s) tenancy; or (iii) have obtained possession of the Premises by fraud or misrepresentation. Any reservation made under false pretenses will result in forfeiture of advance payments and the party will not be permitted to check-in.

40. DISPUTES - This Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of Hawaii and be treated as though it were executed in the County of Maui, State of Hawaii. Any action relating to this Lease Agreement shall be instituted and prosecuted only in the County of

Maui, State of Hawaii. Guests specifically consent to such jurisdiction and to extra territorial service of process.

41. INDEMNIFICATION AND HOLD HARMLESS - Guests shall be solely responsible for any property damage, accident or injury to any person or pet or loss sustained by any person or pet, including loss of money, jewelry, or any other items of personal property, arising out of or in any way related to Guests use of the premises or the items of personal property provided by Agent(s), the Owner at Guests request. Guests shall inspect and be familiar with proper use and application of such items prior to using them. Guests hereby agree to INDEMNIFY and hold Manager and its officers, directors, shareholders, agents, employees, attorneys, related entities, any owner of the Property, any association relating to or associated with the Property and its board, directors, agents, employees, (collectively the "Releasees") harmless from any and all claims including those of third parties, arising out of or in any way related to Guests use of premises, amenities, furnishings, or any illnesses including coronaviruses, SARS, MERS or other acute respiratory syndromes, or any event during the course of rental as a consequence of any acts or omissions of Agent and/or Property owner. Guest acknowledges Releasees are not health professionals and cannot guarantee Guest safety.

42. RESERVATION REVIEW - Guest agrees to grant Agent 'Right to Rescind or Counteroffer' period of 48 hours, commencing at lease execution, to confirm, as solely determined by Agent 1) subject property is available for the contracted reservation dates 2) terms of the reservation, including but not limited to dates of occupancy, number of occupants, nightly rate, associated fees and costs, incentives, discounts, and promotional programs are acceptable to the Agent 3) contractual obligations by Agent to Property Owners are not violated, 4) legislative or regulatory mandates regarding the reservation terms are not violated, 4) all terms of the reservation comply with all Agent reservation review guidelines. Guest agrees in such event the reservation terms are rescinded and/or counter offered within the 48 hour Right to Rescind or Counteroffer period that Agent shall provide to Guest 1) full refund of any monies received in exchange for cancellation of lease agreement 2) a counteroffer of reservation terms (if available) for which Guest may accept or deny, or 3) suitable replacement property (if available) for which Guest may accept or deny. In the event the Right to Rescind or Counteroffer clause is enacted, Guest agrees not to hold Agent responsible for any financial or material losses whatsoever as a result of any cancellation or modification of terms and to received notification of such event by email message.

43. CREDIT CARD - Guest is providing credit card number as a guarantee. Guest agrees to pay all rent and associated fees, accept all terms of this Lease Agreement and accept all liability for any damage not covered by the Damage Protection Fee and/or beyond normal wear and tear during the term of the lease with Agent. If guest fails to do so guest understands that these costs will be charged to guest's credit card and all credit card sales are final. Agent is not required to notify guest when charging credit card for damages or other charges as applicable under the terms of this Lease Agreement. Guest providing credit card information warrants they are an authorized user of the credit card. Guest agrees he/she has read the KBM Resorts Rental Agreement listed above. Guest agrees and accepts the terms of the Rental Agreement and to the Itinerary, Payment Schedule, Charges, Unit amenities (i.e. A/C vs No

A/C) as listed above in the reservation check out screen. Guest also agrees that the credit card will be charged for any damage/cleaning expenses incurred in addition to the invoiced charges at time of booking. I hereby give permission to charge my credit card or debit my checking account electronically (ACH) for the amounts above. I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance. By Signing Below, I agree to all terms and conditions of this agreement .

44. THIRD PARTY FEES - Lease payment, including applicable taxes, is solely for the exclusive use of the premises during the lease term and does not include any third party fees, such as resort fees, parking fees, towel fees, beach access fees, or any other third party fee except where specifically documented in the invoice. Agent is not responsible for additional expense incurred by guest due to changes to third party fees made outside the control of Agent - no refunds or credits will be issued in the event of a changed third party fee. By providing any method of payment for this lease, I hereby agree to all terms and conditions of this agreement .

45. GUEST WIRELESS ACCESS (INTERNET) USE POLICY - Any individual connected to the Guest Wireless Network in order to use it directly or to connect to any other network(s), must comply with this policy, the stated purposes and Acceptable Use policies of any other network(s) or host(s) used, and all applicable laws, rules, and regulations. KBM HAWAII MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE AVAILABILITY OR SECURITY OF THE GUEST WIRELESS NETWORK, AND ALL USE IS PROVIDED ON AN AS-IS BASIS. BY ENTERING THE PASSWORD TO ACCESS THE WIRELESS NETWORK GUEST AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS KBM HAWAII, ITS OWNERS AND DIRECTORS FOR ANY LITIGATION, LOSSES OR DAMAGES THAT MAY RESULT FROM YOUR USE OF THE GUEST WIRELESS NETWORK, INCLUDING BUT NOT LIMITED TO COPYRIGHT INFRINGEMENT LITIGATION FOR ACCESS OF COPYRIGHTED MATERIALS. KBM Resorts takes no responsibility and assumes no liability for any content uploaded, shared, transmitted, or downloaded by you or any third party, or for anything you may encounter or any data that may be lost or compromised while connected to the Guest Wireless Network. KBM Resorts reserves the right to disconnect any user at any time and for any reason. The Guest Wireless Network is provided as a courtesy to allow our guests access to the internet. Users will not be given access to the KBM Resorts intranet or permission to install any software on our computers. Inappropriate use of the Guest Wireless Network is not permitted. This policy does not enumerate all possible inappropriate uses but rather presents some guidelines (listed below) that KBM Resorts may at any time use to make a determination that a particular use is inappropriate: 1) Users must respect the privacy and intellectual property rights of others. 2) Users must respect the integrity of our network and any other public or private computing and network systems. 3) Use of the Guest Wireless Network for malicious, fraudulent, or misrepresentative purposes is prohibited. 4) The Guest Wireless Network may not be used in a manner that precludes or hampers other users access to the Guest Wireless Network or other any other networks. 5) Nothing may be installed or used that modifies, disrupts, or interferes in any way with service for any user, host, or network.

46. PRE-ARRIVAL INFECTIOUS DISEASE TESTING REQUIREMENT - Guest agrees to comply with applicable rules and regulations of the property, the County of Maui and the State of Hawaii. Guest acknowledges that all traveling members of party are required to provide a valid negative COVID-19 test result prior to arriving at the Airport in order to avoid a 14-day quarantine. Refunds will not be provided if Guest or member of Guest Party refuses to take the required COVID-19 test. If Guest purchases travel insurance at booking, and anyone in Guest Party receives a positive Covid-19 test, a full refund will be processed by the travel insurance company. If Guest does not purchase travel insurance at booking, and anyone in Guest Party receives a positive Covid-19 test, a full credit will be applied to the reservation to be used for future travel in the next 18 months.

47. GUEST CONCERNS - To protect your privacy and security we resolve guest concerns confidentially. If a guest concern is published online, we are unable to proceed with resolution until published guest concerns are permanently removed.