



## TERMS AND CONDITIONS:

Registration and occupancy indicate guest's acceptance of the following:

1. The Guest understands that CORALTREE RESIDENCE COLLECTION Is employed as a rental agent to manage and rent residences that are independently owned by the property owner(s). The nature of this relationship is that CORALTREE RESIDENCE COLLECTION cannot completely control the use of the accommodations it manages. Although problems are rarely encountered, CORALTREE RESIDENCE COLLECTION must reserve the right to change residences up to and including the day of arrival.
2. The Guest agrees that (i)CORALTREE RESIDENCE COLLECTION (ii) the owner of the residence in which the guests will reside, (iii) The Club at Kukui'ula, or (iv) the homeowners and/or community association within which the residence is located are not responsible for and cannot be held liable for any personal injury or death suffered by the Guest or by a member or guest of the Guest's party, or for any loss or damage of property of said Guest, member or guest, nor for any claims arising from the failure of operating systems or appliances within the interior and/or exterior of the rental residence. Specifically, the Guest acknowledges and agrees to the following:
  - a. The Guest hereby waives and releases any claims against the residence owner, owner's rental agent (i.e., CORALTREE RESIDENCE COLLECTION), The Club at Kukui'ula, any applicable homeowner and/or community association, and their respective successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by the Guest, the Guest's family member, guest or invitee, on or near the residence property or arising from the use of the recreational facilities or equipment described below in sub-paragraph 2(e). The Guest agrees to use the residence and the Club at Kukui'ula facilities/equipment entirely at the Guest's own initiative, risk, and responsibility. The Guest assumes sole responsibility for personal property of the Guest and those persons claiming under the Guest.
  - b. The Guest hereby agrees to defend, indemnify, and hold harmless the residence owner, owner's rental agent (i.e., CORALTREE RESIDENCE COLLECTION, The Club at Kukui'ula, any applicable homeowner and/or community association, and their respective successors, assigns, employees or representatives, officially or otherwise, for any damages, costs, expenses, and attorneys' fees due to any claims relating to injuries or death that may be sustained during the Guest's stay on or near the residence property or arising from the use of The Club at Kukui'ula recreational facilities or equipment described below in sub-paragraph 2(e).
  - c. The Guest hereby acknowledges that the ocean is inherently dangerous and going in or near the ocean can result in serious injury or death. Ocean hazards include, but are not limited to, dangerous shore break/waves, strong current/undertow, high surf, sharp reef and rocks, and possibility of sharks, jelly fish, eels, or other animals or bacteria.
  - d. The Guest acknowledges that lanais, lanai railings and pools are potentially dangerous if improperly used, particularly with regard to children or individuals with physical or mental deficiencies, who may not appreciate the potential risks involved.
  - e. The Guest acknowledges that the residence has access to various recreational facilities through The Club at Kukui'ula, including, without limitation, a golf course, swimming pool, restaurants and spa. The Guest further acknowledges that the residence or The Club at Kukui'ula facilities may be equipped with recreational or sports equipment, including, but not limited to, bicycles, beach chairs, and umbrellas. The Guest acknowledges that using these facilities or equipment may be potentially dangerous if done improperly or by inexperienced persons. The Guest acknowledges and agrees that the Guest will be responsible for and will assume the risk for himself or herself and any of the Guest's minor family members, guests, or invitees that use such facilities and/or equipment. Guest hereby agrees to supervise any children, non-swimmers, individuals with physical or mental deficiencies, and all others using such facilities and/or equipment and to take full responsibility for their supervision.
3. Safety deposit boxes are available at the Front Desk.
4. The Guest will be responsible for any damages to the residence, amenities, or other facilities which are incurred during the Guest's stay. This includes but is not limited to water, fire, stains, broken or missing items, smoking in the unit and associated odor remediation/cleaning and/or replacement of items, and any repairs, labor and loss of revenue due to repair downtime. CORALTREE RESIDENCE COLLECTION will charge the credit card on file for such damages.
5. A Security Deposit will be taken prior to occupancy for any damages or outstanding balances left unsettled at time of departure. The Guest agrees that CORALTREE RESIDENCE COLLECTION may charge said credit card for any and all amounts due and owing as a result of the Guest's stay, including damages in excess of the Security Deposit amount.
6. The Guest is responsible for payment of all nights reserved regardless of the Guest's actual arrival or departure. In the event multiple parties rent one residence and any parties cancel, the remaining parties are obligated for full rental value of the reservation.
7. Use of a personal hibachi or similar open-flame device is forbidden on property.
8. Only registered guests (including children) or persons authorized by CORALTREE RESIDENCE COLLECTION are allowed in the residence or The Club at Kukui'ula facilities. All others are subject to eviction. Exceeding the maximum occupancy for the residence (2 guests per each bedroom, which includes children and infants) will result in penalties, eviction and forfeiture of all monies collected.
9. CORALTREE RESIDENCE COLLECTION Management reserves the right to modify the terms and conditions at its own discretion.
10. The Club Rules for The Club at Kukui'ula will be ENFORCED and violators are subject to eviction. If you or any members of your party become unruly, threaten staff, use foul language or behave in a way that is deemed inappropriate and against Club Rules, we reserve the right to remove them from the resort.
11. All properties, including residence interiors and all lanais, are designated **non-smoking** by Hawaii State law. Violation of will result in an additional cleaning charge equal to one night's rent.
12. No pets are allowed. Violation of will result in an additional cleaning charge equal to one night's rent.