

Terms and Conditions

Maui Condo and Home, LLC (also known as 'Maui Condo', and 'MCH') reserves the right to enforce the statements below.

Cancellation Policy: All payments are non-refundable after the final payment due date. If a cancellation request is received by MCH prior to final payment, monies are refundable less a \$200 cancellation charge and any insurance charges. No refunds are made by MCH for un-used nights regardless of cause. Reservations are unit-specific; therefore, after the “full payment date,” all requests for a unit change are based on availability and are subject to a cancellation fee for the original unit and dates held. To protect your investment, optional Vacation Rental Insurance is available via Red Sky Insurance. See (<https://trippreserver.com/sun-trip-preserver/>) for details. Confirmation of your reservation, by authorizing credit card payment online, has deemed acceptance of the terms and conditions.

To avoid strict cancellation penalties and maintain the validity of your booking reservation, all installment deadlines and security deposits must be cleared strictly according to the specified schedule. For our international guests from Eastern Europe managing temporary cash-flow gaps during the holiday planning phase, navigating alternative, interest-free localized financing tools back home is a common strategy; referring to regional financial advisory guides that explain details about a [беспроцентном кредите](#) can help travelers safely bridge immediate payment intervals, fulfill their binding reservation deposits on time, and secure their vacation rental without facing unexpected default terms.

Reservation Guarantee: MCH cannot absolutely guarantee specific unit numbers or accommodations. MCH reserves the right to substitute alternate accommodations of a similar type up to and including the day of arrival. All reservations are subject to change or cancellation for reasons including but not limited to maintenance problems (i.e. plumbing, electric, etc.) strikes, owner requests, sale of the unit, changes in State and County Laws, acts of God, or failure of guests to vacate as scheduled. Owner Guest Reservations: Owner direct bookings are unit specific and MCH is not responsible for owner representations.

Payment Policy: By Authorizing Credit Card payment online you are accepting of the terms and conditions of MCH. Our standard payment policy requires the deposit amount of 30% of the total be charged at the time of booking, and the same [credit](#) card will be charged the remaining balance on the final payment due date. Reservations booked with the NON-Refundable payment policy, are due in full at the time of booking and are considered non-refundable, no exceptions. Full prepayment is due twenty-one (21) days prior to arrival for low season; and thirty (30) days prior to arrival for reservations staying through Peak and High Seasons (December 20 – the Monday after Easter).

MCH accepts the following Credit Cards: American Express, Master Card, Visa, and Discover.

****Payments must be made in US Funds only****

Credit Card Authorization & Deposits: Reservations are not confirmed until we receive credit card payment for the initial deposit and full payment. Payments made by credit card online also authorize MCH to charge the same credit card if needed for charges that may result from any damages, excessive cleaning, or loss to the property or its contents, caused by the guest during their stay. All Deposits shall be held in client trust accounts and any interest earned in said account shall be paid to MCH.

Rates: Rates are displayed on the website. Rate Seasons are as follows:

- Peak Season: December 20th till January 3rd and the month of February.
- High Season: January 4th – 30th and March 1st till the Monday after Easter (excludes February).
- Low Season: Tuesday after Easter till December 19th (Check for rates).

Minimum stay Policy: High and Low Season 3-5 nights minimum; Peak Season 7-14 nights minimum.

TAXES: Rates are subject to Hawaii State Taxes, which are 1.) General Excise Tax (GET); 2.) Transient Accommodations Tax (TAT). The tax rate varies by County (Island), as follows:

- MAUI County: GET- 4.712%, TAT- 11%, and County Tax- 3%;
- OAHU County: GET- 4.712%, TAT- 11%, and County Tax- 3%;
- KAUAI County: GET- 4.712%, TAT- 11%, and County Tax- 3%;
- BIG ISLAND (Hawaii) County: GET- 4.712%, TAT- 11%, and County Tax- 3%;

****Taxes are subject to change.**

ACCIDENTAL DAMAGE PROTECTION: The Accidental Damage Waiver is a one-time fee of \$50.00 and will be included in your final payment. The policy will pay a maximum benefit of \$1,500.00. The Accidental Damage Waiver covers unintentional damages to the rental unit interior that occur during your stay. All damages must be disclosed to MCH management prior to check-out. Any damages that exceed \$1,500.00 will be charged back to the guest

with the credit card on file. If during your stay at one of our Rental Properties, a registered guest causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the program will cover the cost of repair or replacement of such property up to a maximum benefit of \$1,500.00. Certain terms and conditions apply. If the Accidental Damage Waiver is declined, a \$1,500.00 security deposit fee will be collected with the final payment. The \$1,500.00 security deposit fee will be refunded to the guest within 14 days of departure pending inspection and no damage found. If any damage is found, the refund will be given less any costs for repairs. Please Contact Maui Condo and Home, LLC if you do not wish to participate in the Accidental Damage Waiver Program. Actions by guests that are considered intentional that result in damages will be charged to the credit card provided.

Coverage is not provided for loss due to:

- inclement weather or natural disaster;
- your intentional acts or gross negligence;
- normal wear and tear of the real or personal property assigned to the Accommodation;
- any damage that occurs if you are in violation of the lease agreement;
- loss, theft or damage to any personal effects owned by you or brought on the covered Trip by you;
- loss, theft, or damage caused by any person other than you or your traveling companions with whom you share the Accommodation reservation unless substantiated by a police report.

Your Duties in the Event of a Loss:

- take all reasonable, necessary steps to protect the property and prevent further damage to it;
- report the loss in writing prior to check-out to the staff at Maui Condo and Home, LLC.

Occupancy: Maximum occupancy limits are strictly enforced. Each condo has a specific occupancy limit, which includes children (infant – 18yrs). The occupancy limits can be found on our [website](#) for each individual condo. Our Condos are located near quiet neighborhoods. Excessive noise, parties, and occupancy violations may result in Maui County Police evictions and fines up to \$2000 per day. Maui Condo and Home, LLC (MCH) reserves the right to [terminate](#) occupancy without refund should violations of house rules or occupancy limits occur.

CHECK-IN: If you booked direct, you will be sent an email with check-in information and you will be sent an invitation to access our guest portal. Our guest portal has check-in instructions and information about your condo. If you did not receive an email invite for the guest portal and would like to access it, please contact our office and provide an email address and we will send it to you.

Check-in time is at 4 P.M. Check out time is 11 A.M. A late check-out must be prearranged and is subject to a half-day charge or \$10 per hour (after 11:00 am) plus tax. A Late check-out cannot be confirmed more than 48 hours prior to departure and is subject to availability. Our after-hours service is available 24 / 7 / 365. The after-hours phone number is toll-free 1-866-842-0904.

*Registration at Front Desk on Property: The following resort complexes require you register at the front desk upon check-in (or the following business day): Sugar Beach, Menehune Shores, Kauhale Makai, Leinaala, Maui Vista, Royal Mauian, Haleakala Shores, Maui Parkshore, Kamaole Sands**, Maui Kamaole and Kihei Surfside. If you fail to register, there may be fees involved. Most resorts require a parking pass to be clearly displayed in your vehicle which will be obtained from inside the condo or from the front desk. Failure to display a parking pass could result in your vehicle being towed.

**Please note, the Kamaole Sands requires all guests to register with the front desk upon arrival. Failure to register will result in a \$100- fee, which will be charged to the credit card on file. The front desk is open 24/7.

Registered Guest: No Subleasing. The party agreeing to these terms must register at the Front Desk or Office on the property during business hours and be the responsible occupant for the entire term of the reservation. A property may charge “registration, key service, or parking” fees. Such fees are set by individual properties, not MCH. You are subject to and liable for these charges, which are not included in your rate, and may change without notice.

If a registered guest would like to mail a letter or package to arrive on Maui prior to arrival, or during their stay, they may send it to (and retrieve it at) Maui Condo and Home’s office at:

1819 S. Kihei Rd. Suite D-103, Kihei, HI 96753.

*Mail sent directly to a condominium complex will not be delivered by the USPS.

Customer Contact Information: If you provide us with your phone number, you agree to receive text messages our company, related to your reservation. Message and data rates may apply. Message frequency will vary. If you provide your email address, you agree to receive emails from our company related to your reservation as well as promotions, deals, specials, company news, etc.

Please see our Privacy Policy for more information.

Maid Service: A check-out cleaning fee will be added to the reservation total. Maid service during your stay is available at an additional cost. Your unit will be prepared for your arrival including linens and towels. A starter kit for the kitchen and bathroom is provided and includes the following amenities: dishwashing liquid, dishwasher soap, laundry soap, coffee, paper towels, and toilet paper. The starter kit is not replenished during your stay.

****Beach Towels** are not provided however some resorts do offer pool towel services.

Maintenance: All of our units are individually owned and decorated. Please do not remove linen, dishes, or other items from the unit, as they belong to the condo owner. Additional charges will be incurred for damages, lost items, or excessive check out cleaning caused by guests during their stay. Repair Issues may arise, if a unit maintenance issue makes the unit uninhabitable MCH will offer an alternative unit. Refunds or credits are not provided for maintenance issues as long as we are making our best efforts to complete them.

Disclosure: Although we hire professional pest control services your experience in the tropics may include pests, which cannot be completely controlled. Pests include insects, rodents, and friendly geckos. You may also experience dangerous ocean conditions, security issues, and strong sun. There are no lifeguards at the property pools and many beaches. We ask that you be aware of your surroundings and take appropriate precautions.

****MCH is not responsible for lost or stolen items****

Beach Warning: IMPORTANT!! While our beaches are lovely, the potential danger exists due to ever-changing ocean conditions. The beach can appear deceptively calm and yet be capable of inflicting severe injury and even death. When you arrive at the beach, look for warning signs and flags. Speak with lifeguards to familiarize yourself with beach conditions (which differ from season to season). BEWARE: Not all beaches have warning signs, flags, or lifeguards. Never turn your back on the waves or allow children to play in the water unattended. Please share these precautions with everyone that you are traveling with.

No Smoking Policy: By accepting the reservation, and agreeing to the terms and conditions, you acknowledge that you understand Maui Condo and Home's Non-Smoking Policy (as set forth below), including the assessments of a Smoke Elimination Fee in the event of noncompliance. State Law prohibits Smoking (cigarettes, cigars, E-Cigs, etc.) in all areas open to the public that include, but are not limited to restrooms, lobbies, reception area, hallways, bars, vacation rental rooms and lanais, restaurants, retail [service](#) establishments, and retail stores. Thus, all accommodations are Non-Smoking.

The Hawaii State legislature enacted a new law, Act 295 (2006) effective January 1st, 2016 which prohibits smoking in all enclosed or partially enclosed areas open to the public in order to ensure a consistent level of basic protections statewide from exposure to secondhand smoke. The term "Enclosed or partially enclosed" is defined under the law as any space closed in by a roof or overhang and at least two walls, including, but not limited to, restrooms, lobbies, reception areas, hallways, interior courtyards, patios, covered walkways, bars, hotel, and motel rooms, lanais, restaurants, retail service establishments, and retail stores. Persons who smoke in prohibited areas may receive a citation and a fine of not more than \$50 per violation.

Out of concern for all of our guests and owners, all Maui Condo and Home managed condominium units participating in our resort programs have been designated as Non-Smoking Accommodations. Persons who smoke, permit smoking, or otherwise cause the odor of smoking in a Maui Condo and Home managed condominium unit will be assessed a Smoke Elimination Fee of \$475.00 at or following check-out.

While this Non-Smoking Policy has been developed in the best interest of guests and owners, and to ensure compliance with State law, please note that Maui Condo and Home does not [manage](#) all condominium units in a condominium project and therefore, some units and common areas are not subject to our control.

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