

# *Hualalai Villas & Homes*

## RENTAL AGREEMENT

### Resort Access and Daily Resort Guest Fee Guidelines:

If you are interested in taking advantage of the Resort amenities, there is a daily per person resort guest fee. You do not need to opt in for your entire stay, however everyone staying in the home must opt in together for a minimum of 2 consecutive days. Daily Resort Guest Fee policy and pricing is set by Hualālai Club and is subject to change.

2024	Festive	Peak of Peak	Peak	Shoulder
<b>Dates</b>	December 20, 2024- January 4, 2025	March 9 – April 6, 2024; November 22 – 29, 2024	January 4 – March 8, 2024; June 21 – August 17, 2024	April 7 – June 20, 2024; August 18 – November 21, 2024
<b>Reservation Policy*</b>	Festive Desk Only	On property reservations made <b>2 weeks</b> prior to arrival	On property reservations made <b>2 weeks</b> prior to arrival	On property reservations made at <b>ANY time</b>
<b>Lounge Chair Policy</b>	Yes see rules	Yes see rules	Yes see rules	OPEN Seating
<b>Adult DRGF (14 +)</b>	\$224 + tax per person per night	\$168 + tax per person per night	\$112 + tax per person per night	\$72 + tax per person per night
<b>Keiki DRGF (5-13)</b>	\$112 + tax per person per night	\$84 + tax per person per night	\$56 + tax per person per night	\$36 + tax per person per night
<b>Infant (0-4)</b>	Complimentary	Complimentary	Complimentary	Complimentary

\*on property reservations: dining, spa, golf, kids for all seasons, water activities

### Guest Registration and Amenity Privileges:

If you decide to opt-in for resort access by paying Daily Resort Guest Fees, the privileges granted to you during your access dates include (\*\*additional fees may apply):

- Hualālai Resort Sports Club and Spa \*\*
- Hualālai Championship Golf Course \*\*
- Hualālai Tennis Club \*\*
- The Four Seasons Hualālai Pool and Beach Services (see below for Pool Deck Chaise Lounge Policy) \*\*
- All Resort Restaurants (with the exception of the Member only restaurants Canoe Club and Ke’olu) \*\*
- Alaka’i Nalu Ocean Activity Center \*\*
- Kids for All Seasons \*\*
- Resort-wide Charge Card and Account and Club Concierge Services

### Pool Deck Chaise Lounge Policy:

- All chaise lounges located on the pool decks of the Four Seasons pools and water features will be reserved for Hualālai Club Members and Four Seasons Hotel Guests only. (Palm Grove Pool, Beach Tree Pool, Seashell Pool and King’s Pond)
- All chaise lounges located on the beaches and lawn areas will be available for residential and rental guests, as directed by pool staff. (Hualālai Club Members, Four Seasons Hotel Guests, Registered House Guests and Rental Guests staying in private residences)

- All pools and related services will be available to all Registered Resort Guests (towel service, spritzes and other special touches)

**Resort Access and Charge Account Setup Instructions:**

- A registration form will be sent to the Primary Guest to complete behalf of all Guests and is required prior to being able to make on or off property reservations through the club concierge and the start date of resort access.
- Access fees are applied daily, per person, and it is mandatory for the whole household to opt-in at the same time. The form will outline and ask for acknowledgement of the following:
  - Daily Resort Guest Fee Access dates & Charging Privileges (include the date of birth for children under the age of 21 and designate who has charging privileges)
  - Hualālai Resort General House Rules
  - Hualālai Resort Golf Cart Liability Release

**“Agent”:** Hualalai Rental Management, LLC, dba Hualālai Villas & Homes (**“Agent”**), has been contracted by the owner of the Property (**“Owner”**) to represent Owner as its sole agent to rent and manage the Property as a vacation rental.

By signing this Rental Agreement, Agent and Principal Guest(s) agree to the rental of the Property on the terms and conditions herein (above and below) for use as a private vacation residence, and the information provided herein by Principal Guest is true and correct. This Rental Agreement is effective as of the Effective Date. The term **“Deposit”** means 3 nights’ rent, plus taxes.

The term **“Festive Period”** means the Christmas and New Year holiday period beginning on or about December 17th and ending on or about January 3rd (subject to change without notice).

The term **“Hotel”** means the Four Seasons Resort Hualālai at Historic Ka’upulehu and its grounds and amenities.

The term **“Hualālai Club”** means the Hualālai Resort residential developments and associated grounds and amenities. The Property is located within the Hualālai Club grounds.

The term **“Property”** includes the interior and exterior of the residence, its lanais, landscaping and designated parking area and garage. Locked areas for which Principal Guest(s) are not provided a key; such as Owner’s personal storage areas, are not included within the Property covered by this Rental Agreement. If on the Check-In Date the Property is not available due to unforeseen circumstances, or if, following the Check-In Date, the Property is no longer fit for occupancy, then Principal Guest(s) agree that a similar property shall be made available to Principal Guest(s) subject to the terms and conditions of this Rental Agreement.

The term **“Resort”** means both the Hualālai Club and the Hotel.

The term **“Total Balance”** means the balance of the rent due Agent (as agent for Owner) for the Property for the entire stay (plus taxes), less any Deposit previously paid.

**1. DEPOSIT, PAYMENT AND CANCELLATION POLICIES**

**Payment of Deposit**

The Deposit shall be paid at the time of execution and delivery of this Agreement to Agent.

**Payment of Total Balance**

- For bookings made more than 45 days before the Check-in Date, the Total Balance shall be paid no later than 45 days prior to the Check-in Date.

- For bookings made on the 45<sup>th</sup> date before the Check-in Date or within 45 days of the Check-in Date, the Total Balance shall be paid at the time of the booking.
- For Festive Period bookings, the Total Balance shall be paid no later than July 31<sup>st</sup>.

#### **Cancellation Policy**

- On the 45<sup>th</sup> day before the check-in date (or on July 31<sup>st</sup> for festive period bookings), the deposit and any other funds paid toward the total balance become non-refundable. This means that if a reservation is cancelled 45 or fewer days before the check-in date, or after July 31<sup>st</sup> for festive period bookings, then the deposit and any other funds paid toward the total balance will not be returned and will be considered compensation for the time and administrative expenses incurred, and for the inconvenience, damages and losses caused by such cancellation.
- If the Total Balance is not paid when due, the Agent or the Owner may cancel the booking at any time thereafter upon written notice to the Principal Guest(s).
- **Any funds returned or refunded to the Guest will be subject to a handling fee of up to 4%.**

#### **Late Arrivals and Early Departures**

In the event a principal guest and/or any other guest arrives after the check-in date or departs prior to the scheduled departure date, no reductions or refunds will be granted.

#### **No Shows**

In the event of a no-show, no reductions or refunds will be granted. The deposit and any other funds paid toward the total balance will not be returned and will be considered compensation for the time and administrative expenses incurred, and for the inconvenience, damages and losses caused by such no-show.

#### **Online Bookings**

Each rental Property is individually owned. Guest understands and accepts that a Property booked and confirmed online or through a distribution channel may become unavailable for the visit dates after the booking confirmation process. In the event this occurs, Agent will make every effort to present suitable available options within the same rate category.

### **2. HAWAII TAXES**

Applicable Hawaii general excise tax (4.712%) and applicable state transient accommodations tax (currently 10.25%) and local transient accommodation tax (currently 3%) will be added to the Daily Rental Rate and other applicable charges payable by Principal Guest(s) to Agent under this Rental Agreement. Tax rates are subject to change without notice.

### **3. PROPERTY DAMAGE PROTECTION**

As a part of your stay, you may purchase a \$100.00 plus tax Vacation Rental Damage Protection plan 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 \$5,000.00. Any damages that exceed \$5,000.00 or are not covered under the plan will be charged to the credit card on file. If, during your stay at one of our rental properties, an insured person causes any damage to real or personal property of the unit as a result of inadvertent acts or omissions, the Insurer will reimburse the Insured for the cost of repair or Actual Cash Value of such property up to a maximum benefit of \$5,000.00. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are available upon request. The Vacation Rental Damage plan can be purchased up to, and including at, check-in. By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay Hualalai Villas & Homes any amount payable under the terms and conditions of the Vacation Rental Damage. Please see Hualalai Villas & Homes directly if you do not wish to participate in this assignment and initial here if you decline the coverage: \_\_\_\_\_

Note: If you decline Property Damage Protection coverage, a Security Deposit of \$5,000.00 will be required.

**4. SECURITY DEPOSIT**

If the Guest opts out of the Property Damage Protection coverage in Section 3, then simultaneously with Guest signing this Agreement, or prior to check-in, Guest shall deliver to Agent the Security Deposit in the amount of \$5,000.00 in the form of a personal check, cashier's check or wire transfer. Agent shall not be obligated to pay interest on any portion of the Security Deposit. Agent shall hold the Security Deposit for the full and timely performance by Guest of Guest's obligations under this Agreement, including, without limitation, payment of any Rent, telephone or television charges, repairs to the Property before or after departure, and any other charges payable by Guest under this Agreement. The Security Deposit shall be returned to Guest within thirty (30) business days after departure, less any deduction(s), together with an invoice of all deductions.

**5. PROPERTY DAMAGE**

Principal Guest(s) are responsible for ensuring that the Property is left upon departure in the same (or better) condition and repair as it was on the Check-In Date. Principal Guest(s) agree to be responsible for all damages to the Property or any property of the Resort caused in any part by Principal Guest(s), any other Guests or Visitors, and/or any other persons under Principal Guest's control. Principal Guest(s) agree to be responsible for the repair or replacement cost (at Owner's option) of all damage done to the interior and exterior of the Property during the occupancy of the Property (including, without limitation, walls, carpet, doors, windows, floor and window coverings, furniture, furnishings, appliances, equipment, decorations, personal property and fixtures, exterior walls, roof, lanais, garage, garage door and landscaping), ordinary wear and tear (which does not include staining, chipping and marking up the walls or floors) excluded. Locked areas on the Property for which Principal Guest(s) are not provided a key, are off-limits to Guests and Visitors, and in the event any Guests or Visitors use or enter into locked areas, Principal Guest(s) will be charged for the repair or replacement cost (at Owner's option) for all damages to, and the replacement cost of all items missing from, the locked areas. If Property Damage Protection was declined, payment will be deducted from the Security Deposit and any costs in excess of \$5,000.00 will be charged to the credit card on file. **Property Damage Protection described in Section 3 covers unintentional damages to the Property interior up to \$5,000.00.**

**6. CHECK-IN PROCEDURES AND REGISTRATION**

Check-in is 4:00 pm HST. Please notify our Rental Operations Department of your arrival and departure information as soon as your travel arrangements are confirmed. Check in will be at the Property.

Registration and a credit card imprint and signature are required for resort access. The Principal Guest, and other authorized guests, will be issued a "Resort charge card" for the various Resort amenities. All charges incurred will be billed to the Resort charge card and are the sole responsibility of Principal Guest(s). The Resort charge card may also be used to bill Principal Guest(s) directly for any and all selected Extra Services described in Section 11 below.

**7. CHECK-OUT PROCEDURES**

Check-out is 11:00 am HST. On the day prior to the Check-Out Date, Agent may deliver to Principal Guest(s) a folio summary of the charges posted to the account of the Principal Guest(s) with the Resort. On the Check-Out Date, Principal Guest(s) may sign the express check out folio or visit the front desk to close all charge accounts. The keys to the Property and the golf cart and the opener for the garage should be left on the kitchen counter in the Property on the Check-Out Date (or upon departure, if sooner).

**8. KEYS/OPENERS**

On the Check-In Date, Principal Guest(s) will receive the following keys/openers: (a) two house keys (per key charge for loss is \$25.00); (b) one golf cart key (per key charge for loss is \$20.00) per golf cart; and (c) one garage door opener per golf cart (per opener charge for loss is \$80.00).

## 9. INCLUDED SERVICES

Included in the Daily Rental Rate are the following services:

### 9.1. Telephone, Internet Access and Satellite Television or Oceanic Cable Services

The telephones in the Property, if present, have local and, in some cases, long distance telephone service. Unlimited use of local service is included in the Daily Rental Rate. Long distance telephone service and pay-per-view video may be available strictly for convenience and usage charges will be billed to the credit card provided by Principal Guest(s). The Property may not have wired phone service available. The Property has in-unit connections for internet access. Guests may use this connection during occupancy. The Property has in-unit connections for television use. Television service may be cable, satellite or internet-only. Agent and Owner are not responsible for poor quality telephone service or any interruption or loss of telephone service, poor quality internet access, data loss or distortion or any interruption or loss of internet access, or poor quality satellite or cable reception, pay-per-view or other premium viewing charges or any interruption or loss of such satellite or cable reception during the period of occupancy and no refund or reduction in the Total Rent will be made for any direct and indirect damages in connection with interruption, loss or quality of the services mentioned above.

### 9.2. Golf Carts

Guests and Visitors may use the golf cart(s) located in the enclosed garage during occupancy; one key is provided per cart. The cart(s) should be recharged overnight every night whenever the battery indicator shows a low battery condition (the charger is in the garage by the golf cart parking area). **A VALID DRIVER'S LICENSE IS REQUIRED TO DRIVE A CART.** Principal Guest(s) are responsible for the proper care and supervision of the cart(s) and its/their use during occupancy of the Property. Each Principal Guest agrees to be responsible for all damages to the cart(s) during occupancy of the Property and further agrees to indemnify, defend and hold harmless Hualalai Investors, LLC, Four Seasons Hotels, Ltd., Agent and Owner from any and all liability (personal, property; punitive, and otherwise) that is caused by or results from its or any other Guest's or Visitor's use of the cart(s). Only occupants listed on the first page of the Rental Agreement who hold a valid driver's license may operate the golf cart(s). Agent and Owner are not responsible for injuries or damages caused by use of the cart by any Guests or Visitors or for mechanical or other operational cart malfunctions. Principal Guest(s) shall explain to all other Guests and Visitors the provisions contained in this Section 9.3. Principal Guest(s) shall execute the Golf Cart Rules and Release of Liability attached during the registration process. A summary of the Golf Cart Rules is attached hereto as Exhibit A.

Principal guest(s) understand that use of the cart(s) is permissive, and that the permission granted may be withdrawn at any time by owner or agent if the cart(s) is/are misused or used other than as expressly authorized herein. Agent and owner make no warranty regarding the condition or safety of the cart(s). Principal guest(s) understand that use of the cart(s) involves the risks of death, injury and damage to persons and property. Those risks include, but are not limited to, the cart tipping over; people or objects striking the cart; the cart striking people or objects; mechanical or other operational malfunction; electric shock; explosion; uneven or wet surfaces; driver error or inattention; weather; and unforeseen hazards.

## 10. EXCLUDED SERVICES, GOODS AND AMENITIES

Unless specifically included in this Agreement as included services or goods, Principal Guest(s) acknowledge that all other services and goods are excluded. For example, dry cleaning/laundry services and food and beverages (both alcoholic and non-alcoholic) are not included as part of the Daily Rental Rate. In addition, all Resort recreational and amenities charges incurred by Guests or Visitors (e.g., golf, tennis, fitness center, dining, rental cars, fitness spa

charges, Kids for all Seasons, retail charges, etc.) are excluded and the payment for such services and amenities is the responsibility of Principal Guest(s).

**11. EXTRA SERVICES (PROVIDED BY THE HUALĀLAI CLUB, NOT BY OWNER)**

You may request extra services which will be provided by the Hualālai Club, not by the Owner (at the option and additional expense of Principal Guest(s)). Each of these services and any other extra services requested by the Principal Guest(s) and provided by the Hualālai Club are referred to herein as an “**Extra Service**”. Principal Guest(s) authorize the Hualālai Club to bill all charges for Extra Services directly to the credit card provided by Principal Guest(s) to the Agent. Further information is available from your rental manager and or Hualālai Club regarding each service and regarding additional Extra Services upon request.

**12. HOUSE RULES**

A summary of the Hualālai Club rules and regulations is attached hereto as Exhibit B. The Principal Guest(s) shall comply with and shall cause the other Guests and any Visitors to comply with all Hualālai Club rules and regulations. A copy of the full rules and regulations may be obtained by contacting the Club Concierge. These rules include vehicle and golf cart parking restrictions (for example, when not in use, all vehicles should be stored in the garage), wet towel and wet bathing suit rules (neither may be hung outside over railings or outdoor furniture) and similar regulations. If Owner or Agent has any additional rules relating to the use and occupancy of the Property, a copy of these rules will be provided. All rules described in this Section are part of this Rental Agreement and are incorporated by reference.

**13. NO SMOKING; NO PETS**

The Property, which includes surrounding lanais and land, is designated as a non-smoking area and smoking is prohibited at all times. Household pets and other animals (other than those assisting disabled persons or needed for legitimate medical purposes evidenced by a doctor’s letter reasonably acceptable to Owner and Agent) are not allowed in or around the Property or its surrounding lanais and land at any time.

**14. RESTRICTIONS ON USE AND OCCUPANCY**

The Property is rented for occupancy and use ONLY by Principal Guest(s) and the other Guests listed above and non-overnight Visitors. The Property shall be used solely for personal vacation purposes. The Property shall not be used in any manner for commercial or other purposes, including, without limitation, hosting or conducting parties, weddings or receptions, unless such activities have been specifically approved in writing by the Property Rental Manager. Agent may immediately terminate this Rental Agreement in the event that the use and occupancy restriction set forth in this Section 14 is breached.

**15. ACCESS TO HOTEL AMENITIES**

Principal Guest(s) acknowledges that the Resort may limit and/or restrict access to pool areas, food and beverage outlets and other Resort amenities from time to time as it sees fit, such as periods of peak occupancy.

**16. PERSONAL PROPERTY**

Principal Guest(s) assume full responsibility for all Guests’ and Visitors’ personal property during occupancy, and acknowledges that Owner and Agent are not responsible for such personal property and do not provide insurance for any loss of or damage to such personal property. Guest(s) should lock the doors and windows of the Property when not present and actively monitor access through such areas. Owner and Agent assume no responsibility for

any damage to or loss of any personal property left in the Property during or after occupancy. Valuables should not be left unattended at any time. Guest(s) and Visitors must make their own arrangements for the safekeeping of valuables during occupancy. If a safety deposit box is desired, please contact the Club Concierge.

17. **CONSTRUCTION ACTIVITIES**

Principal Guest(s) acknowledge that construction activities may be in progress and may occur at the Resort during occupancy, and acknowledges that Owner and Agent shall not be responsible for any construction noise or any related inconvenience that may occur during occupancy. No refund or reduction in the Total Rent will be made in connection with any such matters.

18. **EMERGENCY AND OTHER CONTACTS**

**IN AN EMERGENCY, CONTACT HUALĀLAI RESORT SECURITY (808-325-8325).**

For minor repairs or problems (stopped up toilets, etc.) contact the Club Concierge office at 808-325-8450. Principal Guest(s) agree and acknowledge that housekeeping, maintenance, property managers and facilities employees may enter the Property for necessary cleaning, maintenance, repairs, plant care and other reasonable purposes at any time, with or without advance notice. To contact the Rental Coordinator use the phone number provided at the Property.

19. **NON-LIABILITY/INDEMNITY OF OWNER AND AGENT**

Each Principal Guest hereby specifically acknowledges and agrees that Owner and Agent are not and will not be liable to Principal Guest(s), the other Guests or any Visitors for any injuries, death, damages and/or losses occasioned by or from the use of the Property (including any excluded area in the Property) or any of the Resort grounds or facilities, or due to any design, mechanical or construction defects or failures, if any, of the Property, or of any of the Resort facilities, or of any property or service provided or made available by Owner or Agent under this Rental Agreement by any utility services including, without limitation, electricity, plumbing, gas, water, swimming pool, spa, air conditioning, sprinkler or other pipes and sewage systems, or the loss, interruption or stoppage thereof, or by the bursting, leaking, overflowing or running over of any tank, sink, washstand, closet, waste or other pipes in or on the Property, or for any injury or damage occasioned by water coming into the Property from any source whatsoever, or due to exposure to communicable diseases, including coronaviruses such as SARS-CoV-2, which causes COVID-19, or for any damage or injury arising from any acts or neglect of the other occupants of, or any other persons in, on or adjacent to the Property or of any adjacent property occupants, or of the public unless, and then only to the extent that such damage or loss results from a wanton and willful act of Owner or Owner's gross negligence. In the event Owner and/or Agent is made a party to a claim or a suit, each Principal Guest agrees to release, hold harmless, and indemnify and defend Hualalai Investors, LLC, Four Seasons Hotels, Ltd., Owner and Agent (including payment of reasonable attorneys' fees, with counsels acceptable to Owner and Agent) from all claims arising out of such losses or damages. **EACH PRINCIPAL GUEST, ON BEHALF OF ITSELF AND THE OTHER GUESTS, AGREES AND ACKNOWLEDGES THAT UNDER NO CIRCUMSTANCES SHALL OWNER'S AND AGENT'S LIABILITY IN CONNECTION WITH THIS RENTAL AGREEMENT OR ANY CLAIM ARISING IN CONNECTION WITH THIS RENTAL AGREEMENT EXCEED THE TOTAL RENT.**

20. **POOL/SPA/TIKI TORCH**

In and around the pool and spa areas, special care must be taken to avoid injury. Principal Guest agrees that unsupervised use of the pool and spa is not permitted. Tiki torches, if any, must not be lit by Guests or Visitors without the assistance of a qualified person. For such assistance, contact:

Hualālai Villas & Homes at (808) 325-8533 between the hours of 8:00 a.m. to 4:00 p.m.

**21. COUNTERPARTS; FACSIMILE SIGNATURES**

This Rental Agreement may be executed in counterparts, all of which shall constitute one and the same instrument. Facsimile, photocopied, electronic signatures, or confirmation of acknowledgment/acceptance of the terms of this Agreement made on the website or via an online booking engine, portal or channel are equivalent to original signatures for all purposes of this Rental Agreement.

**22. ENTIRE AGREEMENT; AMENDMENT**

This Rental Agreement and the documents incorporated herein by reference constitute the entire agreement between the parties with regard to the subject matter hereof, and supersede all previous agreements between the parties. There are no representations, warranties or agreements between the parties other than those in, or incorporated into, this Rental Agreement. No dealings between the parties or custom shall be permitted to contradict, add to, or modify the terms of this Rental Agreement. This Rental Agreement only may be modified in a writing signed by Agent and Principal Guest(s).

**23. ATTORNEYS' FEES**

In any Proceeding that in any way relates to or arises out of this Rental Agreement or a modification hereof, the prevailing party shall be entitled to recover from the non-prevailing party its attorneys' fees and costs (whether or not otherwise recoverable by law) in addition to all other relief that it obtains. "Proceeding" means any action, suit, litigation, alternative dispute resolution mechanism, inquiry, hearing, investigation or proceeding of any kind commenced in, transferred to, confirmed by or appealed to a court or tribunal of any kind.

**24. CONTROLLING LAW, VENUE, JURISDICTION**

The parties' rights and obligations are governed by, and this Rental Agreement shall be construed and enforced under, the laws of the State of Hawaii. Each party irrevocably (a) consents to the jurisdiction of all federal and state courts in Hawaii for all matters relating to or arising out of this Rental Agreement; (b) agrees that venue for any proceeding arising under this Rental Agreement shall be the State of Hawaii; and (c) agrees not to seek, and hereby waives the right to request any change of venue or transfer.

**25. EXECUTION**

As of the Effective Date, Principal Guest(s), jointly and severally, and Agent (as agent for Owner) agree to all of the terms and conditions of this Rental Agreement and acknowledge that any violation of any term or condition, or any of the rules described in Section 12, constitutes grounds for Agent, with or without notice, to cancel this Rental Agreement, in which case, Agent immediately shall be deemed to have earned the Total Rent. Agent and each Principal Guest, each for itself, agrees that before signing, (a) it had a full and fair opportunity to consult with its independent legal, tax and other advisors; (b) it has read, considered and understands this Rental Agreement; and (c) that each person signing below has the right and all authority necessary to sign this Rental Agreement.

**Consumer Warning:**

Any failure to account for monies owed to Guest or any failure to remit monies owed to Guest on a timely basis, per the terms of this Agreement, may constitute a licensing law violation that should be promptly reported to the Regulated Industries Complaints Office.

Phone (808) 587-4272; Email [rico@dcca.hawaii.gov](mailto:rico@dcca.hawaii.gov)

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Principal Broker's Initials

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Owner's / Agent's Initials

## Daily Resort Guest Fee Description and On Property Reservation Guidelines

The Daily Resort Guest Fee is \$72.00 - \$224.00, plus General Excise Tax, per day per Guest age 14 and over. The Daily Resort Guest Fee is \$36.00 - \$112.00, plus General Excise Tax, per day per Guest age 5 – 13. The amount of the Daily Resort Guest Fee varies depending on the visit dates and is subject to change by the Hualālai Club. Payment of the Daily Resort Guest Fee entitles each such Guest to use the following privileges at the Resort without the need to be accompanied by a Principal Guest or parent (subject to age limitations for the purpose and consumption of alcohol and to age/license limitations for the operation of golf carts).

Access to Resort and Club facilities by Rental Guests will be limited to two guests per bedroom.

Payment of the Daily Resort Guest Fee and I will have access to the below privileges (additional fees apply as appropriate).

There may be limitations to resort access during my travel dates

If travel dates fall in Peak, Peak of Peak or Festive there is a lounge chair policy that will be in effect.

All guests must register prior to being able to work with the Club Concierge on reservations.

If travel dates fall in Peak or Peak of Peak guests will not be able to make on property reservations until 2 weeks prior to arrival. But if registered guests will be able to work with the Club Concierge in making off property reservations and transportation

\*Festive bookings must adhere to the festive guidelines and booking policy

### Guest Registration and Amenity Privileges:

If you decide to opt-in for resort access by paying Daily Resort Guest Fees, the privileges granted to you during your access dates include (additional fees may apply):

- Hualālai Resort Sports Club and Spa
- Hualālai Championship Golf Course
- Hualālai Tennis Club
- The Four Seasons Hualālai Pool and Beach Services (see below for Pool Deck Chaise Lounge Policy)
- All Resort Restaurants (with the exception of the Member only restaurants Canoe Club and Ke'olu)
- Alaka'i Nalu Ocean Activity Center
- Kids for All Seasons
- Resort-wide Charge Card and Account and Club Concierge Services

### Pool Deck Chaise Lounge Policy:

- All chaise lounges located on the pool decks of the Four Seasons pools and water features will be reserved for Hualālai Club Members and Four Seasons Hotel Guests only. (Palm Grove Pool, Beach Tree Pool, Seashell Pool and King's Pond)
- All chaise lounges located on the beaches and lawn areas will be available to all registered resort guests on a first-come, first-serve basis. (Hualālai Club Members, Four Seasons Hotel Guests, Registered House Guests and Rental Guests staying in private residences)
- All pools and related services will be available to all Registered Resort Guests (towel service, spritzes and other special touches)

## EXHIBIT A

### Golf Cart Rules

(Execution and release of liability to be completed during registration process)

- All drivers must have a valid driver's license.
- Carts are permitted on cart paths and the streets throughout the Hualālai Club property, however they may not be driven on Ka`upulehu Drive (main entry road), the golf course or anywhere within the Hotel grounds, including the beachfront path.
- Lights must always be used at night.
- Maximum speed on walking paths is 7 mph.
- Maximum speed when passing pedestrians is 2 mph.
- Carts must be parked in a bona fide parking stall and not on sidewalks or walkways.
- Overtaking another moving cart is strictly prohibited.
- Pull to the right when automobiles are following you on roadways.
- Never leave ignition on or keys in an unattended cart.
- Report all accidents to Security immediately (808) 325-8031.

**EACH OF THE GUEST(S) AND VISITOR(S) RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS HUALALAI RENTAL MANAGEMENT, LLC, DBA HUALALAI VILLAS & HOMES, HUALALAI INVESTORS, LLC, FOUR SEASONS HOTELS, LTD. AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, AND THE OWNER, FROM ANY AND ALL LIABILITIES, CLAIMS, LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, DEATH AND/OR PROPERTY DAMAGE, ARISING OUT OF OR RELATED TO THE USE AND/OR OPERATION OF A GOLF CART BY SUCH GUEST ON OR AROUND THE RESORT PROPERTY.**

**EACH OF THE GUEST(S) AND VISITOR(S) UNDERSTANDS THAT USE OF CARTS IS PERMISSIVE, AND THAT THE PERMISSION GRANTED MAY BE WITHDRAWN AT ANY TIME BY OWNER OR AGENT IF A CART IS MISUSED OR USED OTHER THAN AS EXPRESSLY AUTHORIZED HEREIN. AGENT AND OWNER MAKE NO WARRANTY REGARDING THE CONDITION OR SAFETY OF THE CARTS. EACH OF THE UNDERSIGNED GUESTS UNDERSTANDS THAT USE OF THE CARTS INVOLVES THE RISKS OF DEATH, INJURY AND DAMAGE TO PERSONS AND PROPERTY. THOSE RISKS INCLUDE, BUT ARE NOT LIMITED TO, THE CART TIPPING OVER; PEOPLE OR OBJECTS STRIKING THE CART; THE CART STRIKING PEOPLE OR OBJECTS; MECHANICAL OR OTHER OPERATIONAL MALFUNCTION; ELECTRIC SHOCK; EXPLOSION; UNEVEN OR WET SURFACES; DRIVER ERROR OR INATTENTION; WEATHER; EXPOSURE TO COMMUNICABLE DISEASES, INCLUDING CORONAVIRUSES SUCH AS SARS-COV-2, WHICH CAUSES COVID-19; AND UNFORESEEN HAZARDS.**

**EACH OF THE GUEST(S) AND VISITOR(S) HEREBY ACKNOWLEDGE THAT THE HUALALAI RESORT CLUB IS A LUXURY DESTINATION, AND REQUIRES DUE CARE AND A HIGH LEVEL OF ETIQUETTE WHEN USING GOLF CARTS.**

## EXHIBIT B

# General House Rules

## Summary of Hualālai Club Rules and Regulations

1. Guests are required to carry their Guest Cards at all times. Guest cards must be presented to Resort personnel for access and purchases.
2. During periods of peak occupancy, chaise lounges on the pool decks may be reserved for registered guests of the Four Seasons Hotel and Hualālai Club Members only. Chaises for residential and rental guests will be available on the lawns and on the beaches, as directed by pool staff.
3. During periods of peak occupancy, preferred seating times at resort restaurants may be reserved for registered guests of the Four Seasons Hotel and Hualālai Club Members only. Club Concierge can help with reservations for restaurants and additional dining events.
4. Only licensed drivers are allowed to drive golf carts.
5. Residential golf carts may not be driven on Four Seasons grounds and must be parked in designated golf cart parking stalls.
6. Any person who is intoxicated or seemingly intoxicated may be denied further sale or consumption of alcoholic beverages while at any of the Club Facilities or the Resort and may be requested to leave the Club Facilities or the Resort, as the case may be. All persons at the Club Facilities or the Resort are expected to restrain themselves from the use of profanity and unruly conduct.
7. All noise must be kept to a minimum so that other occupants, neighbors and resort guests are not disturbed.
8. The operation of unmanned aerial vehicles (“UAVs”, “Drones”) of any kind is prohibited throughout the Resort.
9. No garments, towels, swimwear or other objects shall be hung from windows, outdoor furniture, verandas or exterior of the building.
10. Please close garage doors when not in use.
11. Parking is limited to enclosed garage space or in designated guest parking spaces only. Please do not park in front of the garage.
12. No animals or household pets are allowed in the Villas or Resort Facilities unless specifically authorized by the Hualālai Club.
13. Please do not block driveways and walkways.
14. Please turn off the air conditioning system when doors or windows are open.
15. Children under 14 years of age must at all times be under the immediate and direct supervision of their parents, a brother or sister over 18 or another responsible adult.
16. Commercial solicitation of members, their family members and guests of the Resort is contrary to the atmosphere provided in the setting of the Club Facilities and Resort Facilities and is not be permitted.