

TRANSIENT VACATION RENTAL AFFIDAVIT OF

Kaui Paradise House TVNC # 1266

STATE OF HI)
COUNTY OF Hanalei) ss.

I, Victoria Leadley, being first sworn upon oath, deposes and says:

1. My name is, Victoria Leadley and I make this affidavit based on my personal knowledge. AS-6608 14th Hwy Hanalei HI

2. I am the owner of the property identified as TMK: 580060220000 with a mailing address of P.O. Box 384358, Waikoloa, HI 96738

3. I have operated a transient vacation rental(s) on the property since 11/05 under the business name of Kaui Paradise House.

4. My State of Hawai'i General Excise Tax license number is W43792484-01 and I have paid General Excise and Transient Accommodation Taxes in accordance with State Law during the period(s) the Transient Vacation Rental was in operation.

5. Building permit number(s) ~~620007~~ 3-477 were approved on 93-10003732 for all structures on the property and there were no expansions, alterations, improvements, or uses contrary to State and County land use and planning laws.

6. There were X were not any legal expansions or improvements made on the property after March 7th 2008. Improvements and expansions took place under the following permits _____

PLANNING DEPT.
APR -2 P1:28
COUNTY OF KAUAI

FURTHER AFFIANT SAYETH NAUGHT.

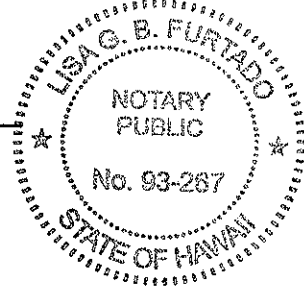
[Handwritten Signature]

Name: Victoria Lealea

WITNESS my hand and official seal.

Lisa G.B. Furtado
Notary Public, State of Hawai'i
LISA G.B. FURTADO
My commission expires: 5/20/09

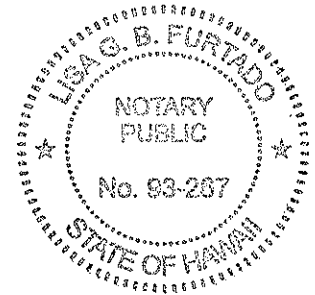
3/30/09
Date



Doc. Date: 3/30/09 # Pages 2

Notary Name: LISA G.B. FURTADO 3rd. Circuit

Doc. Description: Transient Vacation Rental
Affidavit



Letter of Authorized Agent

To All Governmental Agencies, including the County of Kauai Tax Assessment Office,
The Department of Planning, and Hawaii State Government Agencies

Property Owner-Mailing Address/Phone Contact Information

Victoria Leadley
P.O. Box 387358
Waikoloa, HI 96738

TVR Property Address

5-6608 Kuhio Hwy
Hanalei, HI 96714

Tax Map Key # 580060220000

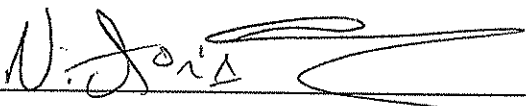
General Excise Tax # _____

Transient Accomodation Tax # _____

Date TVR use began _____

24 Hour Kauai Resident Name/Phone Contact # Renee Bagg
(808) 639-6029

**This letter authorizes Barbara Watts to act as our Authorized Agent in the matter
of Application for a Transient Vacation Rental Permit- Conforming or Non-
Conforming**

Signature/Date 



Search Details

Taxpayer Name:	VICTORIA A. LEADLEY
DBA Name:	
Taxpayer ID:	W43742484-01
Former Taxpayer ID:	N/A
Business Location:	
Tax Type:	Transient Accommodations
Tax Status:	Open
Business Began:	10/04/2005
<-Back New Search->	

Last Updated on 09/03/2008

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[Hawaii State homepage](#) || [Department of Taxation](#)



Search Details

Taxpayer Name:	VICTORIA A. LEADLEY
DBA Name:	
Taxpayer ID:	W43742484-01
Former Taxpayer ID:	N/A
Business Location:	
Tax Type:	General Excise and Use
Tax Status:	Open
Business Began:	10/03/2005
<-Back New Search->	

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Island and Beach Rentals

Sent
1-3-08

Vacation Rental Agreement

In consideration of the monies received and mutual promises contained herein, the Owner of the subject Property, through Island and Beach Rentals Inc., hereinafter "Agent" or "Owner," does hereby lease and rent to Tenant the certain Property described herein and under the following terms and conditions. Unit information, rental rate and other financial data is set forth on this lease.

1. **ADVANCE RENT PAYMENT.** The amount specified as the advance payment sum set forth herein, which includes 100 % of the gross rental rate, the taxes, the cleaning charge and the security deposit, etc. and this signed lease agreement must be returned to Island and Beach Rentals Inc. within 7 days after the same has been forwarded to you or the reservation will be automatically canceled without notice. This agreement shall not be binding unless and until the Agent has received the amount specified and all checks have cleared the bank.
2. **ANY BALANCE DUE**, including taxes, any handling fee, security deposit and any and all fees for goods or services as shown, must be received by Island and Beach Rentals Inc. 45 days prior to arrival and may be paid by wire transfer, accepted credit card or personal check. **NO PERSONAL CHECKS WILL BE ACCEPTED WITHIN THE 45-DAY PERIOD PRIOR TO CHECK IN.** A \$50 handling fee will be charged for all returned checks. For reservations made less than 45 days from check-in, all funds or TOTAL and immediately due.
3. **SECURITY DEPOSITS** will be returned within 21 days of termination of occupancy, less any deductions authorized pursuant to the Hawaii Security Deposit Act.
4. **TAXES** as required by Hawaii include the collection of an 11.42% Lodging Tax on the rental rate and any pet rent. Taxes are subject to change.
5. **CANCELLATIONS** must be in writing and received by Agent. In case of cancellations, no refund of rents paid will be made until the canceled period is re-rented and confirmed. Alternatively, the Tenant may apply their payment toward another vacant week renting for an equal or lesser rent. If the unit is not re-rented, all rents paid, processing fees and taxes shall be forfeited as damages. If the canceled period is re-rented, any rent and taxes paid will be refunded less a \$150 cancellation fee.
6. **TERMINATION.** If the Tenant or any member of his party violates any of the terms of this agreement, the Agent may, at the Agent's sole discretion, terminate this lease with no refund of the used portions of the rents unless the property is able to be re-rented, and may enter the premises and remove Tenant, the members of his party and their belongings. Tenant is notified that they will be subject to an expedited eviction procedure pursuant to the "Vacation Rental Act".
7. **PETS** are not permitted unless noted in this agreement and outlined below. Violation is grounds for immediate termination with no refunds of rent, tax or deposit.

Island and Beach Rentals

8. **ALL RENTALS ARE TO FAMILIES AND RESPONSIBLE ADULTS ONLY.** No high school, college or civic groups, chaperoned or not, are permitted. Tenant agrees that the premises shall not be used for any illegal or unlawful purpose. Use of the premises in such a fashion that disturbs other neighbors is grounds for termination.
9. **CHECK-IN** will be after 3 P.M. on the arrival date, unless otherwise arranged.
10. **CHECK-OUT** on the date of departure will be by 10 A. M.
11. **FURNISHINGS.** All properties are equipped and furnished to the Owner's taste and are set up for light housekeeping. Linens, mattress pads, pillows, blankets, bedspreads, and bath and beach towels, etc., are all provided.
12. **APPLIANCE MALFUNCTIONS** or service requests for air conditioning, TVs, appliances, etc., will be responded to as quickly as possible. There are no rebates or refunds issued to Tenants for any reason as every good faith effort is made to insure the property is maintained to highest standards.
13. **CARE OF PROPERTY.** Tenant is expected to care for the property as if it were his or her own. Home must be left the same as you found it, except for dirty linens and normal usage. Any damage or breakage will give the Agent the right to deduct the appropriate sums from the security deposit. There is absolutely no smoking allowed in the house at any time.
14. **TELEPHONES.** Tenant may make unlimited calls within the local exchanges. Calls outside of the local area or information request calls are additional and Tenant is expected to use his or her calling card or personal cell phone.
15. **GRILLING** is permitted only on grill installed on property.
16. **WATER** is a limited resource. Please use judiciously.
17. **INCLEMENT WEATHER** is a possibility. No partial refunds are given due to bad weather. Please close all windows and doors to prevent water from entering the Property.
18. **LOCKED AREAS** for which Tenant is not provided a key, such as owner's personal storage areas, are exempt from this lease agreement and are off limits to the Tenant. Forced entry will cause Tenant to be charged for damage and/or missing items.
19. **IN THE EVENT** that the Owner is unable to deliver said Property to Tenant under this lease agreement prior to occupancy because of fire, eminent domain, act of nature, double booking, delay in construction or any other reason whatsoever, Tenant hereby agrees that Agent's and Owner's sole liability as a result of these conditions is a full refund of all consideration previously tendered by Tenant. Pursuant to the terms of this lease, Tenant expressly acknowledges that in no event shall Agent or Owner be held liable for any consequential or secondary damages, including but not limited to, any expenses incurred as a result of moving for any damage, destruction or loss.
20. **TRANSFER OF PROPERTY.** Should the present Owner transfer title to the real

Island and Beach Rentals.

property, which is subject to this lease, the Owner is obligated to disclose to the Grantee certain information regarding existing leases. For rentals which end more than 180 days after such recording of the interest to Owner's successor in interest, the successor in interest will not be bound for any rents which end more than 180 days after such recording unless they agree to be bound in writing. If such successor in interest does not agree to be bound in writing, Tenant will be notified in writing and will receive a refund of any payments.

21. LOST, STOLEN OR ABANDONED ARTICLES. Neither Agent nor Owner shall have any responsibility for lost, stolen or abandoned items. There will be a \$50 fee plus shipping for any returned items.

22. INDEMNITY. The Tenant agrees to release and indemnify the Owner and his Agent from and against all liability should anyone be injured upon the premises during the term of the lease, resulting from any cause whatsoever, except in the case of personal injury caused by the negligent act of the Owner, his Agent or the Agent's employees.

23. SPECIAL INSTRUCTIONS for this Property, this rental: Kauai Paradise House refers to the 3-bedroom home at 5-6608 Kuhio Highway, Hanalei, HI 96749. There is absolutely no smoking allowed in the house at any time. Should Guest arrive a day earlier, the sum of \$249 + taxes will be taken out of his security deposit.

24. ACKNOWLEDGMENT. Tenant acknowledges they have reviewed and understand the terms of this lease and agree to be bound thereby.

25. The following people will occupy the premises (please print names):

If there is more than one (1) Tenant, Tenants acknowledge that the following person is the one who Agent may deal with: J. Thomas Chesnutt

26. I ~~have~~ have not made arrangements to bring a pet. WHEREAS, the undersigned, as Tenants, are renting a property that allows pet(s) and have arranged with the Agent to have a pet(s) on the premises. NOW, THEREFORE, as additional terms, Tenants covenant and agree as follows.

1. Name(s) and age(s) and type(s) of pet(s) Tenant is/are bringing: NA

(a) We must make an additional Cleaning/Damage Deposit of \$ NA.

(b) No pet may be left on the premises unless a responsible adult is also present.

(c) Outside the premises, all pets must be on a leash, but no pet shall be tied outside the unit unless supervised by a responsible adult.

(d) Pets are not allowed on the furniture. I will be charged if any pet hair is found on furnishings or bedding.

Island and Beach Rentals

(e) Pets are not allowed to disturb other guests or neighbors in other properties.

3. We recognize that violation of these terms shall constitute the right of termination pursuant to the Island and Beach Rentals, Inc. Vacation Rental Agreement. We further agree to be responsible for all COSTS and EXPENSES due to any damage caused by or on account of our pet(s). We recognize that pet hair on furnishings will be considered damage.

Date Contract Signed	12/30/07	Rental Rate	\$ 249_
Home	Kauai Paradise	x 3 nights	\$ 747_
Guest	_____	Cleaning Fee	\$150
Arrival Date	_January 21, 2008_	Taxes 11.42%	\$ 102.44_
Departure Date	_January 24, 2008_	Trip Total	\$ 999.44_
Number of Adults	_____	100% Refundable Pet Deposit	\$ NA_
Number of Children	_____	100% Refundable Security Deposit	\$ 500_
Home phone:		Total with Security Deposit	\$ 1,499.44_
Cell phone:		100% Deposit	\$ 1,499.44_
Email address:		0% Balance Due 45 Days Prior to Arrival	\$ 0_

Please print:

TENANT(S) NAME:

SIGNATURE: _____

ADDRESS:

DATE: _____

CITY, STATE, ZIP:

ISLAND AND BEACH RENTALS INC. REPRESENTATIVE:

SIGNATURE:

DATE:

THIS LEASE IS NOT VALID UNLESS SIGNED BY TENANT AND AGENT.