

Hualalai Villas & Homes

Rental Agreement

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 30 days before the Check-in Date, the Total Balance shall be paid no later than 30 days prior to the Check-in Date.
- For bookings made on the 30th date before the Check-in Date or within 30 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 31st.

Cancellation Policy

- On the 30th day before the check-in date (or on July 31st 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 30 or fewer days before the check-in date, or after July 31st 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.

2. HAWAII TAXES

Applicable Hawaii general excise tax (4.4712% effective Jan. 1, 2020) and applicable transient accommodations tax (currently 10.25%) will be added to the Daily Rental Rate and all other 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 \$70.00 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 \$3,000.00. Any damages that exceed \$3,000.00 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 \$3,000.00. Certain terms and

conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy www.vacationrentalinsurance.com/g10vrd. 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 \$3,000.00 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 \$3,000.00 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 \$3,000.00 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 \$3,000.00.**

6. CHECK-IN PROCEDURES AND REGISTRATION

Check-in is 3:00 pm HST. Please notify our rental coordinator of your arrival and departure information as soon as your travel arrangements are confirmed.

Upon arriving at the Hualalai Resort Club and before entering the Property, Guests can be escorted to the Property. Registration will be conducted prior to arrival or in the Property upon arrival. A credit card imprint for billing purposes, photo and signature are required. The rental coordinator will issue a "Resort charge card" to each Guest aged 14 or older that is valid during occupancy 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 12:00 pm 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 opener charge for loss is \$80.00).

9. INCLUDED 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.

9.3. 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 hereto as Exhibit A, and shall have each other Guest or Visitor who uses (drives or rides in) the cart to execute the Golf Cart Rules and Release of Liability.

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 HUALALAI RESORT CLUB, NOT BY OWNER)

The following is a partial list of extra services provided by the Hualalai Resort 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 Hualalai Resort Club are referred to herein as an “**Extra Service**”. Principal Guest(s) authorize the Hualalai Resort Club to bill all charges for Extra Services directly to the credit card provided by Principal Guest(s) to the Agent. Please indicate by check mark those items, if any, that Principal Guest(s) desire to obtain from the Hualalai Resort Club as an Extra Service. Further information is available from the Hualalai Resort Club regarding each service and regarding additional Extra Services upon request. (Please note, these items may also be arranged directly with the Club Concierge office upon arrival, subject to availability.)

- Pre-arrival grocery shopping (please provide shopping list).
- Child care needs – rental (please indicate: crib stroller high chair playpen).
- Dry cleaning: pick up and delivery to Property.
- Errand-running.
- DVD movie request.
- Business services, copying, and complete mailing services.
- Rollaway bed

12. HOUSE RULES

A summary of the Hualalai Resort 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 Hualalai Resort 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 HUALALAI 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:

Club Concierge at (808) 325-8450
Between the hours of 8:00 a.m. to 6:00 p.m.

21. COUNTERPARTS, ELECTRONIC SIGNATURES AND ACKNOWLEDGMENTS

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 has the right and all authority necessary to agree to the terms of 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

EXHIBIT A

Golf Cart Rules and Release of Liability

- All drivers must have a valid driver's license.
- Carts are permitted on cart paths and the streets throughout the Hualalai Resort 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) HEREBY 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.

ALL DRIVERS AND ALL RIDERS MUST SIGN

Name (and license # if a driver) Date

Name (and license # if a driver) Date

Name (and license # if a driver) Date

Name (and license # if a driver) Date

Name (and license # if a driver) Date

Name (and license # if a driver) Date

Name (and license # if a driver) Date

Name (and license # if a driver) Date

Flight Itinerary for all travelers

| Traveler | Arrival | Departure |
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Daily Resort Guest Fee Acknowledgment

I hereby apply for temporary and conditional access to the Hualalai Resort facilities, services and the resort charging privileges associated with the Property.

The Daily Resort Guest Fee is \$65.00 - \$200.00, plus General Excise Tax, per day per Guest age 14 and over. The Daily Resort Guest Fee is \$32.50 - \$100.00, 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. 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. For example, a three bedroom house will be allowed resort access for six guests. I understand and voluntarily agree to this registration and agreement including all terms, conditions and disclosures. By process of signature below, I hereby authorize Hualalai Investors, LLC, to charge my credit card for the payment of the whole household (up to two guests per bedroom) to opt in for resort access, on consecutive days only (minimum of 2 days). I understand that to better protect the safety and health of the Hualalai Club members, their guests, Rental Guests, and Resort employees, the Four Seasons Resort Hualalai will be temperature testing all Hualalai Club members, their guests, Rental Guests, and Resort employees before access will be allowed to any Resort and Club facilities, and that any individual who tests above 100.4 F/38 C will not be permitted access to any Resort and Club facility. I understand with the payment of the Daily Resort Guest Fee, and compliance with the Resort's temperature-check requirements, I will have access to the following privileges (additional fees apply as appropriate).

- Hualalai Sports Club and Hualalai Spa
- Hualalai Championship Golf Course
- The Four Seasons Hualalai beach and pool services
- Resort Restaurants with the exception of Member-only venues (Canoe Club and Ke'olu)
- Hale Nalu (Ocean Activity Center)
- Hualalai Tennis Club
- Kids for All Seasons
- Hualalai Resort Club Concierge Services, a resort-wide charge account and card

Sign: _____

_____ Date _____

Sign: _____

_____ Date _____

EXHIBIT B

General House Rules

Summary of Hualalai Resort 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 Hualalai 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 Hualalai 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 Hualalai 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.

Acknowledgment

The undersigned agrees to comply with, and shall cause the other Guests and any Visitors to comply with, all General House Rules listed above.

Signature of Guest

Date

(please print name)

FOR FURTHER DETAILS, PLEASE REFER TO THE APPLICABLE RULES AND REGULATIONS.