

# RED CINDER CREATIVITY CENTER

Where Ideas Catch Fire on the Big Island of Hawai'i

## LEARNING CENTER BOOKING AGREEMENT

Name: \_\_\_\_\_ Day phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Evening phone: \_\_\_\_\_  
City: \_\_\_\_\_ Fax: \_\_\_\_\_  
State/Zip: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Preferred dates at Red Cinder \_\_\_\_\_

### TERMS AND CONDITIONS

Please read, sign, and return to us. If you have any questions, do not hesitate to call. Thank you. This agreement assumes that all relevant information on your application remains in effect.

#### Terms and Conditions

The provisions that follow are designed to protect you and Red Cinder, LLC. Services provided for you are outlined, and it is important that you read them.

#### Reservations and Payments

Reservations for rent of Red Cinder can be made by phone, fax, or e-mail. A deposit of one-half the requested booking time is due with your reservation. There is a \$200.00 security deposit, due with final payment. This amount is returned after checkout. Final payment is due 45 days prior to beginning of rental period. Red Cinder bookings are based on at least eight participants for a minimum four-day reservation (\$60/day per participant, plus 11.25% current Hawai'i state tax). There is a \$75.00 cleaning fee. Cleaning fee covers cleaning after you check out. Please make checks payable to Red Cinder, LLC and mail to 243 Jersey St., San Francisco, CA 94114. Payment for meal service fees is due at the same time as final payment is due to Red Cinder, LLC. The name of the meal service contractor and mailing address will be provided at the time of initial booking. Checks for meal service are paid directly to them.

#### Cancellations and Refunds

Cancellations must be made in writing. If cancellation is made at any time prior to beginning of the rental period, and another renter is found to rent for the cancelled period, your deposit will be refunded minus a booking fee of \$50. If another renter is not found for the cancelled period, your deposit will be forfeited. All payments in excess of the required deposit will be refunded at the beginning of the rental period. Any non-refunded fees may be used as credit toward rental of Red Cinder through the end of the year following the year of the original reservation.

#### Owner's Responsibility

Owner warrants that the house is fully furnished and that the appliances are operational. Owner will provide clean bed/bath linens and kitchen utensils. Owner will provide water, electricity, and gas for cooking and water heating. Telephone use for outgoing local calls only is included. Owner will provide bottled drinking water. There are no housekeeping services, but they can be arranged at additional cost.

### **Renter's Responsibility**

Renter will maintain the house in a clean condition at all times and will leave it in as good a condition as received, normal wear and tear excepted. The repair for any damage caused to the physical property or replacement of any of its contents lost or broken during the period of occupancy shall be paid for by the renter. The renter shall not use the clothes washing machine or dryer at any time.

### **Travel and Travel Documents**

It is the responsibility of the renter to obtain passports, travel tickets, and any other required documents. Recruitment of participants and air and ground transportation are the responsibility of the renter. We accept no responsibility for any delay, loss, or extra expense which may be incurred by you or any member of your party as a result of incorrect, lost, or destroyed passports, visas, tickets, or other travel documents. Owner will not be responsible for missed flights or departures for any reason.

### **Limits of Responsibility**

Rental of Red Cinder is at your own risk. Your signature below constitutes your agreement to these conditions as written. Red Cinder, LLC assumes no responsibility or liability in connection with the service of any persons, airplane, van, car, or other conveyance. Neither will it be liable for any injury, loss, accident, delay or irregularity which may be occasioned by any defect in any real property or vehicle, or through neglect or default of any company or persons engaged in the conveying, nor from any acts of God, acts of governments, wars, riots, thefts, or from any other causes. Owner shall not be liable for any damage or injury to Renter, or to any other person, or to any property occurring on the premises. It is understood that Owner's insurance does not cover any Renter's personal property. Guest is solely responsible for all loss of and damage to any property placed or left at Red Cinder House. Red Cinder Creativity Center is not suitable for families with young children or for those who have difficulty with steps, due to safety considerations that are inherent in its design. Owner reserves the right to cancel due to acts of God, or any reasonable cause, and your

full refund of moneys paid will be the extent of obligation and responsibility.

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_

RED CINDER  
243 Jersey St.  
San Francisco, CA 94114  
or:  
P.O. Box 527  
Na'ahelu, HI 96772