

16. STANDARD TERMS:

- A. **ABANDONMENT/ABANDONED POSSESSIONS:** If TENANT is absent from the Unit for twenty (20) continuous days or more, without written notice, and has not paid the rent, LANDLORD shall consider the Unit abandoned. If TENANT wrongfully quits, abandons or otherwise moves out of the Unit and leaves any personal property, which LANDLORD determines to be of value, LANDLORD may store, sell, or donate the items, but LANDLORD must first contact TENANT by mailing TENANT a notice. After fifteen (15) days, LANDLORD will advertise the items for sale or may donate the items to a charitable organization. Any proceeds from a sale, after expenses, will be held for thirty (30) days and afterwards will be forfeited. If LANDLORD determines the abandoned personal property is of no value, LANDLORD may dispose of it without further notice or liability.
- B. **AGENCY:** Property Manager/Rental Agent represents LANDLORD/OWNER. Property Manager/Rental Agent does not represent TENANT.
- C. **ASBESTOS DISCLOSURE:** TENANT is aware that asbestos materials are hazardous to one's health, particularly if asbestos fibers are released into the air and inhaled. In the past (before 1979, but possibly since) asbestos was a commonly used insulation material in heating facilities and in certain types of floor and ceiling materials, shingles, plaster products, cement, and other building materials. TENANT is aware that TENANT should make appropriate inquiry into the possible existence of asbestos in the Unit. Structures having "popcorn" or "cottage cheese" type ceilings may contain asbestos fibers or asbestos-containing material. Such ceilings should not be disturbed since it could release asbestos fibers in the air. Any disturbance should be done only by licensed abatement contractors.
- D. **CHECK THE RESIDENTIAL LANDLORD-TENANT CODE ("THE CODE"):** The Code is Chapter 521 of the Hawaii Revised Statutes. Both LANDLORD and TENANT should check the Code to learn what duties, rights and remedies they have in addition to what is contained in this Rental Agreement.
- E. **CONFLICT WITH THE CODE AND OTHER LAWS:** If it is found that any part of this Rental Agreement or its terms conflict with the Code or any other Federal, State or County laws governing LANDLORD-TENANT relations, public health and safety, etc., then those laws will control; however, all other terms and conditions will still be valid and must be obeyed.
- F. **DAILY RATE:** Daily rent is calculated using a thirty (30) day proration.
- G. **HAZARDOUS WASTE AND TOXIC SUBSTANCES DISCLOSURE:** TENANT shall have liability for hazardous substances which TENANT causes to be in, on, or under the Unit.
- H. **HOLDOVER TENANCY:** If TENANT stays in the Unit after TENANT'S Rental Agreement is ended, TENANT will be a HOLDOVER TENANT and may be liable for twice the monthly rent under the Rental Agreement on a prorated daily basis for each day TENANT is a HOLDOVER TENANT. Staying in the Unit after TENANT'S Rental Agreement, includes, but is not limited to, TENANT'S failure or refusal to do the following BY THE DAY TENANT'S TENANCY ENDS: to return all the keys to the Unit to LANDLORD, to complete all repairs, to remove all of TENANT'S personal items, and to clean the Unit. LANDLORD may also go to court to obtain possession of the Unit at any time during the first sixty (60) days of TENANT'S holdover. If LANDLORD does not go to court during the first sixty (60) days of TENANT'S holdover and does not enter into a new Rental Agreement at the end of that period, TENANT will be a MONTH-TO-MONTH TENANT and TENANT must pay LANDLORD the monthly rent under the prior Rental Agreement.
- I. **INVENTORY & CONDITION: Before TENANT moves in:** LANDLORD will inspect and inventory the Unit and the items in it (including fixtures, furnishings, appliances, and other personal property). LANDLORD will prepare a written PROPERTY CONDITION FORM detailing the condition of the property and any items in the Unit when TENANT moves in. TENANT and LANDLORD will both sign the form. By signing, TENANT agrees that conditions are correctly stated. **Whenever TENANT moves out:** TENANT must take all TENANT'S personal items with TENANT. If TENANT leaves any behind, TENANT must pay for any storage and other costs, including advertising costs, involved in selling or getting rid of them. TENANT must leave the Unit in the same condition as when TENANT moved in. It is TENANT'S duty to have the Unit in clean and proper condition ON THE DAY TENANT'S TENANCY ENDS, NOT ON ANY LATER DAY. TENANT must have the same items in the Unit that were there when TENANT moved in; and TENANT must leave these items in the same condition as when TENANT moved in, except for normal wear and tear. If there is any disagreement, the signed PROPERTY CONDITION FORM will be treated as correct.
- J. **LANDLORD'S RESPONSIBILITIES:** LANDLORD will give TENANT the right to occupy the Unit in its accepted condition on TENANT'S date of occupancy. Any services/appliances supplied by LANDLORD, LANDLORD will maintain. LANDLORD will not be liable for any interruption in these services/appliances which are beyond LANDLORD'S control. TENANT may not end this Rental Agreement because services/appliances are interrupted.
- K. **MILITARY TENANTS:** If TENANT'S military orders require a change of TENANT'S residence to some place off the island for sixty (60) days or more, TENANT may end this Rental Agreement by giving LANDLORD written notice twenty-eight (28) days in advance, accompanied by a copy of TENANT'S orders.
- L. **MOLD DISCLOSURE.** TENANT is aware that mold and/or other microscopic organisms may exist on the Unit. Molds are simple, microscopic organisms, present everywhere. Mold spores may cause health problems. Mold will grow and multiply whenever sufficient moisture, temperature, and organic material are present. LANDLORD is not qualified to inspect the Unit for mold or to make recommendations or determinations concerning possible health or safety issues.
- M. **REFUND OF SECURITY DEPOSIT:** LANDLORD must return TENANT'S deposit, MINUS DEDUCTIONS, not later than fourteen (14) calendar days after the termination of the Rental Agreement. LANDLORD must give TENANT a written statement at that time explaining any deductions. Deductions can be made for the following reasons: to repair or replace any item that is damaged or missing; to pay any and all amounts due; to change the locks and replace any keys and cards that were given to TENANT and not returned; to clean and put the Unit, and the items in it, in the same condition they were in when TENANT moved in, if TENANT does not do so; and to pay LANDLORD'S damages caused by TENANT'S quitting the Unit wrongfully. If TENANT'S deposit is not enough to cover all the damages and costs, TENANT must pay the extra amount.
- N. **RENT INCREASE:** If TENANT is on a Fixed Rental Agreement, LANDLORD may not increase the rent prior to the ending date. If TENANT is on a Month-to-Month Rental Agreement, LANDLORD must give TENANT written notice forty-five (45) days prior to any rent increase; TENANT must pay the increased rent or give a twenty-eight (28) day written notice to terminate.
- O. **RENT TRUST FUND:** If TENANT and LANDLORD disagree about the payment of or an increase in the rent and either LANDLORD or TENANT goes to court, TENANT can be required by the court to pay the disputed rent into a special rent trust fund. The court will control this fund and pay TENANT or LANDLORD according to the court's findings.

TENANT'S INITIALS & DATE

LANDLORD'S INITIALS & DATE

- P. **RIGHT TO ENTER:** LANDLORD will give TENANT at least two (2) days notice before entering the Unit; and enter only during reasonable hours, except in case of emergency. LANDLORD may enter the Unit in order to: inspect; make needed or agreed repairs; decorate, change or improve the Unit; supply services as agreed; and show it to anyone who may want to buy, rent, or lend money on it. LANDLORD will not abuse this right or use it to harass TENANT. TENANT shall not unreasonably withhold TENANT'S consent. LANDLORD has no other right of entry, except by court order, or if it appears that TENANT has abandoned the Unit.
- Q. **SERVICE OF NOTICES:** If LANDLORD has to give any notice to TENANT, LANDLORD can serve it on any TENANT. By serving one of the TENANTS, LANDLORD has given notice to all of the TENANTS. If LANDLORD cannot deliver a notice to TENANT, LANDLORD may post the notice in a conspicuous place on the Unit.
- R. **SEX OFFENDER REGISTRATION ("Megan's Law"):** Hawaii has enacted a law requiring sex offenders to register with the Attorney General's office. LANDLORD makes no representations as to whether or not the public has access to this information. Neither LANDLORD, nor any real estate agent is required to obtain information regarding sex offenders.
- S. **TENANT'S RESPONSIBILITIES:**
1. **Alterations:** TENANT will not: (a) change, add to, or paint the Unit; (b) bore or make holes by drilling, nailing, or fastening any item to the Unit through use of nails, screws, adhesives, or like items without LANDLORD'S prior written consent. Except that in accordance with federal and state laws, if TENANT has a disability, TENANT is permitted to make reasonable modifications to the Unit, at TENANT'S expense, if such modifications are necessary to enable TENANT to use and enjoy the Unit; provided, however, that TENANT submits a request for the modification to LANDLORD for approval. TENANT'S request shall state, with specificity and in detail, the nature of the modification, and TENANT'S reason for needing to make such a modification. LANDLORD shall not unreasonably withhold or delay LANDLORD'S consent to TENANT'S request. Also, it may be necessary for TENANT to seek the approval of LANDLORD'S community association prior to making any modifications. Upon the termination of the Rental Agreement, TENANT is required to return the Unit to its original appearance and condition at no cost or expense to LANDLORD.
 2. **Compliance with Rules:** TENANT agrees to comply with all rules that apply to the Unit and to TENANT'S use of the Unit including, but not limited to: (a) by-laws, house rules, and other rules; (b) any federal, state, or county laws; and (c) any other restrictions.
 3. **Disturbances:** TENANT will not disturb others, or keep them from enjoying their premises or any common facilities at any time. TENANT will not play loud music, percussion, audio, or video instruments, or cause any loud or offensive sounds.
 4. **Insurance:** TENANT understands that LANDLORD'S insurance does not cover TENANT'S belongings or damage that TENANT causes. TENANT agrees that LANDLORD is not responsible for any loss or damage during the term of the Rental Agreement. TENANT agrees to carry insurance covering all of TENANT'S property located in the Unit or bear full responsibility for its damage including damage from fire, water, theft, or any cause.
 5. **Maintenance:** TENANT agrees to maintain and properly use and operate all electrical, gas, plumbing and other fixtures and appliances supplied. TENANT is responsible for ordinary maintenance including replacing light bulbs, air conditioning filters, batteries for smoke/heat/motion detectors and other items, and if applicable, lawn/yard care. TENANT is responsible for the repair of any stoppage in plumbing fixtures or lines, and any damage caused by TENANT, members of TENANT'S family, guests or others.
 6. **Notice of Absence:** TENANT must tell LANDLORD in advance if TENANT will be absent from the Unit for five (5) days or more. If TENANT does not give LANDLORD this notice, TENANT will have to pay for any damage that results from TENANT'S absence.
 7. **Notice of Defects:** If TENANT notices any defects in the Unit which are NOT TENANT'S duty to fix, TENANT must tell LANDLORD promptly. Any damage caused by TENANT'S failure to report any defect is TENANT'S responsibility.
 8. **Pets:** Pets are not allowed to occupy or to visit the Unit unless LANDLORD gives TENANT prior written approval. LANDLORD will allow TENANT to keep a guide dog, signal dog, or other service animal which TENANT depends upon for assistance provided that TENANT: (a) observes all applicable laws (i.e., leash and pick-up laws), by-laws and/or house rules; (b) assumes responsibility for any damage caused by TENANT'S pet; and (c) agrees to professionally fumigate and carpet clean the Unit when TENANT vacates the Unit. If TENANT brings pets into the Unit without LANDLORD'S prior written approval, LANDLORD may terminate TENANT'S Rental Agreement.
 9. **Residential Use Only:** TENANT may use the Unit only as a place to live. TENANT may not use the Unit for any unlawful, improper, or offensive purpose, or illegal activity.
- T. **WHAT THE LANDLORD CAN DO IF TENANT DOES NOT KEEP TO THIS RENTAL AGREEMENT:**
1. **Failure to Pay the Rent.** If TENANT does not pay the rent by the due date, LANDLORD can give TENANT written notice demanding payment. If the rent is not paid within the time specified (NOT FEWER THAN FIVE (5) BUSINESS DAYS) after receipt of that notice, LANDLORD may terminate TENANT'S Rental Agreement. If LANDLORD employs an attorney or collection agency, TENANT must pay for attorney's fees (not more than twenty-five percent (25%) of the unpaid rent) and costs, regardless of whether or not a lawsuit is filed.
 2. **Failure to Comply with the Rules.** If TENANT fails to comply with any of the terms of the Rental Agreement, including damaging the Unit or violating any of the house rules, laws, or other restrictions, LANDLORD will give TENANT written notice of the violation. If the damage is not repaired or the violation is not corrected within the time specified (NOT LESS THAN TEN (10) DAYS) from receipt of such notice, LANDLORD may correct it and charge the cost as additional rent and terminate the Rental Agreement. Notice is hereby given that TENANT is responsible for paying any fines, penalties, or other assessments charged by any government agency, homeowner's associations, and/or condominium association because of TENANT'S failure to comply with any of the terms of the Rental Agreement.
 3. **Illegal Activity.** LANDLORD may terminate the Rental Agreement immediately if there is any illegal use of the Unit. TENANT understands that reasonable attorneys' fees and costs may be awarded to the prevailing party.
- U. **RENTAL HISTORY:** TENANT gives LANDLORD permission to provide rental history to other prospective Landlords.

NOTE: THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this agreement into plain language. But there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES, AS AMENDED. This means that the Hawaii Association of REALTORS® is not liable to any Landlord, or other person who uses this form for any damages or penalty because of any violation of Chapter 487A. People are cautioned to see their own attorneys about Chapter 487A (and other laws that may apply).

TENANT'S INITIALS & DATE

LANDLORD'S INITIALS & DATE