



RENTAL AGREEMENT
Hawaii Association of Realtors® Standard Form
Revised 9/03 For Release 11/03



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LANDLORD may not discriminate due to RACE, SEX, COLOR, RELIGION, MARITAL STATUS, PRESENCE OF MINOR CHILDREN IN THE FAMILY, ANCESTRY, PHYSICAL OR MENTAL DISABILITY, AGE, OR HIV (human immunodeficiency virus) INFECTION. WE, OUR AND US mean LANDLORD. LANDLORD means the owner or their agent. YOU and YOUR means everyone listed as a TENANT. DWELLING UNIT and UNIT means the place you are renting from LANDLORD. As used in this Rental Agreement, the term "day" shall mean a calendar day and the phrase "business day" shall mean Monday through Friday, not including a holiday as designated in Section 8-1 of the Hawaii Revised Statutes.

1. **DATE:** _____ **File No.** _____
Property Reference: _____
DESCRIPTION: _____

2. TENANTS:	Name (print)	Social Security Number

ADDRESS: _____
Business/Residence Phone: _____
E-Mail _____
Mailing Address: _____

3. **ALL TENANTS RESPONSIBLE:** By signing this Rental Agreement, each of you agrees to pay the rent in full and to comply with its terms. Each TENANT is also responsible for other TENANTS and guests and must make sure they comply with the terms of this Agreement.

4. **NO SUBLEASING OR ADDITIONAL TENANTS:** No additional TENANTS, subleasing, or assignment of the lease will be allowed without the prior written consent of LANDLORD.

5. **OCCUPANCY:** This Rental Agreement will begin on _____ and will be a: Check all that apply
 Fixed Rental Agreement which, unless otherwise agreed to in writing, will end on _____
 Rental Extension: This Fixed Rental Agreement will automatically convert to a Month-to-Month Rental Agreement, unless you receive written notice from LANDLORD thirty (30) days prior to the end of the Lease.
 Month-to-Month Rental Agreement. If you are on a Month-to-Month Rental Agreement, you must give written notice at least twenty-eight (28) days in advance to terminate and you must pay rent for the twenty-eight (28) days. We must give you written notice at least forty-five (45) days in advance to terminate. You may move at any time during the last forty-five (45) days and shall notify us of your vacate date and pay a prorated rent for the time you occupy the unit. If the unit is to be torn down, converted to a condominium, or changed to a vacation rental, we must give you written notice at least one hundred twenty (120) days in advance to terminate. You may move at any time during the last one hundred twenty (120) days and shall notify us of your vacate date and pay a prorated rent for the time you occupy the unit.
 Other _____

Your Rental Agreement may be ended earlier if you do not pay the rent and/or comply with this Agreement. If, after this Rental Agreement is terminated, you stay in the unit without our written consent, you may be a **HOLDOVER TENANT** liable for double rent and other penalties.

6. **RENT:** The rent is \$ _____ (U.S. Funds)
per Month or Week or Day **PAYABLE IN ADVANCE**, without notice, demand, or deduction. Payment is due on the _____ day of each Month or Week **BEGINNING ON** _____ (date). You must pay to **LANDLORD**,

at this address: _____
LANDLORD must reside on the island where the unit is located. We will give you a receipt for rents paid in cash and, upon request, for rents paid by checks.

TENANT'S INITIALS & DATE _____
LANDLORD'S INITIALS & DATE



7. **LATE FEES AND OTHER CHARGES:** You must pay a late fee of \$ _____ for each payment we do not receive by _____
 [] am [] pm of the _____ day after payment is due. Interest at _____ % per year will be charged on all rent and other sums you do not pay to us on time.
8. **SECURITY DEPOSIT:** You must pay \$ _____ IN ADVANCE as a security deposit. By law, this deposit may not be more than one month's rent; we may not receive more than the security deposit and the first month's rent. YOU MAY NOT USE THIS DEPOSIT AS YOUR LAST MONTH'S RENT. Any interest earned on the security deposit shall be paid to: _____ The person or entity responsible for safe keeping or custody of your security deposit shall be: _____
9. **UTILITIES AND SERVICES:** If they are checked, you must take care of and arrange and pay for the following items from the date your occupancy starts until it ends:
- | | | | |
|----------------------|------------------|----------------------------|---------------------------|
| [] cesspool pumping | [] pool service | [] telephone (basic) | [] tv cable (additional) |
| [] electricity | [] refuse | [] telephone (additional) | [] water |
| [] gas | [] sewer | [] tv cable (basic) | [] yard service |
| [] other _____ | | | |

10. **KEYS, CARDS AND LOCKS:** We are giving you the keys, parking cards and locks listed below. You may not have additional keys or cards made or locks changed or added, unless you have our written permission in advance.

Item:	Number Given To You:	Item	Number Given To You:
_____	_____	_____	_____
_____	_____	_____	_____

11. **SPECIAL TERMS:** You and we agree that: (Please Number) [] Lead-Based Paint Addendum _____ [] Pet Addendum _____
 [] Addenda _____

12. **STANDARD TERMS:** YOU AND WE AGREE THAT THE STANDARD TERMS ARE PART OF THIS AGREEMENT. BE SURE YOU READ ALL OF THESE TERMS BEFORE YOU SIGN.
13. **RECEIPT BY TENANT:** You have received a copy of this Rental Agreement and the following as checked:
- | | |
|----------------------------------|-------------------------------|
| [] Fair Housing Information | [] Lead-Based Paint Pamphlet |
| [] House Rules | [] Vacating Instructions |
| [] Inventory and Condition Form | [] Other: _____ |

14. **TENANT SIGNATURES:**

Name (print)	Signature	Date
_____	_____	_____
_____	_____	_____

15. **LANDLORD SIGNATURE AND INFORMATION:**

Name (print)	Signature	Date
_____	_____	_____

Address _____

Telephone _____ Emergency Phone # _____

16. **RECEIPT:** The sum of \$ _____ in the form of _____ has been received from you, and is to be applied as follows:

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 Seller, 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).

STANDARD TERMS

ALL PARTIES AGREE TO THE FOLLOWING:

- A. **ABANDONMENT/ABANDONED POSSESSIONS:** If you are absent from the unit for twenty (20) continuous days or more, without written notice, and have not paid the rent, we shall consider the unit abandoned. If you wrongfully quit, abandon or otherwise move out of the unit and leave any personal property, which we determine to be of value, we may store, sell, or donate the items, but we must first contact you by mailing you a notice. After fifteen (15) days, we 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 afterward will be forfeited. If we determine the abandoned personal property is of no value, we 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. Property Manager/Rental Agent [] does [] does not hold an active real estate license in the State of Hawaii.
- 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 on 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 said 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 uniformly apportionable method.
- G. **HAZARDOUS WASTE AND TOXIC SUBSTANCES DISCLOSURE:** TENANT shall have liability for hazardous substances which TENANT caused to be on or under the unit.
- H. **HOLDOVER TENANCY:** If you stay in the unit after your Rental Agreement is ended, you 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 you are a HOLDOVER TENANT. Staying in the unit after your Rental Agreement, includes, but is not limited to, your failure or refusal to do the following BY THE DAY YOUR TENANCY ENDS: to return all the keys to the unit to us, to complete all repairs, to remove all of your personal items, and to clean the unit. We may also go to court to obtain possession of the unit at any time during the first sixty (60) days of your holdover. If we do not go to court during the first sixty (60) days of your holdover and do not enter into a new Rental Agreement at the end of that period, you will be a MONTH-TO-MONTH TENANT and you must pay us the monthly rent under the prior Agreement.
- I. **INVENTORY & CONDITION: Before you move in:** We will inspect and inventory the unit and the items in it (including fixtures, furnishings, appliances, and other personal property). We will prepare a written INVENTORY & CONDITION FORM, which you should check carefully. You and we will sign it and a copy will be given to you. This form will be our agreement about what the condition of the unit was, what items were in the unit, and their condition when you moved in. **Whenever you move out:** You must take all your personal items with you. If you leave any behind, you must pay for any storage and other costs, including advertising costs, involved in selling or getting rid of them. You must leave the unit in the same condition as when you moved in. It is your duty to have the unit in clean and proper condition ON THE DAY YOUR TENANCY ENDS, NOT ONE ANY LATER DAY. You must have the same items in it that were there when you moved in; and you must leave these items in the same condition as when you moved in, except for normal wear and tear. If there is any disagreement, the signed INVENTORY & CONDITION FORM will be treated as correct.
- J. **LANDLORD RESPONSIBILITIES:** We will give you the right to occupy the unit in its accepted condition on your date of occupancy. Any services/appliances supplied by us, we will maintain. We will not be liable for any interruption in these services/appliances which are beyond our control. You may not end this Rental Agreement because services/appliances are interrupted.
- K. **MILITARY TENANTS:** If your military orders require a change of your residence to some place off the island for sixty (60) days or more, you must give us a copy of these orders. You may end this Rental Agreement by giving us written notice twenty-eight (28) days in advance, accompanied by a copy of your orders.
- L. **REFUND OF SECURITY DEPOSIT:** We must return your deposit, MINUS DEDUCTIONS, not later than fourteen (14) calendar days after the termination of the Rental Agreement. We must give you 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 you and not returned; to clean and put the unit, and the items in it, in the same condition they were in when you moved in, if you do not do so; and to pay our damages caused by your quitting the unit wrongfully. If your deposit is not enough to cover all the damages and costs, you must pay for the extra amount.
- M. **RENT INCREASE:** If you are on a Fixed Rental Agreement, we may not increase the rent prior to the ending date. If you are on a Month-to-Month Rental Agreement, we must give you written notice forty-five (45) days prior to any rent increase; you must pay the increased rent or give a twenty-eight (28) day written notice to terminate.
- N. **RENT TRUST FUND:** If you and we disagree about the payment of or an increase in the rent and we go to court, you 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 you or us according to the court's findings.

TENANT'S INITIALS & DATE

LANDLORD'S INITIALS & DATE

- O. RIGHT TO ENTER:** We will give you at least two (2) days notice before entering; and enter only during reasonable hours, except in case of emergency or when it is not practical to do so. We 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. We will not abuse this right or use it to harass you. You shall not unreasonably withhold your consent. We have no other right of entry, except by court order, or if it appears that you have abandoned the unit.
- P. SERVICE OF NOTICES:** If we have to give any notice to you, we can serve it on any occupant. By serving one of you, we have given notice to all of you. If we cannot deliver a notice to you, we may post the notice in a conspicuous place on the unit.
- Q. 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.
- R. TENANT RESPONSIBILITIES:**
- Alterations:** You 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 our prior written consent. Except that in accordance with federal and state laws, if you have a disability, you are permitted to make reasonable modifications to the unit, at your expense, if such modifications are necessary to enable you to use and enjoy the unit; provided, however, that you submit a request for the modification to us for approval. Your request shall state, with specificity and in detail, the nature of the modification, and your reason for needing to make such a modification. We shall not unreasonably withhold or delay our consent to your request. Also, it may be necessary for you to seek the approval of our community association prior to making any modifications. Upon the termination of the Rental Agreement, you are required to return the unit to its original appearance and condition at no cost or expense to LANDLORD.
 - Compliance with Rules:** You agree to comply with all rules that apply to the unit and to your 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.
 - Disturbances:** You will not disturb others, or keep them from enjoying their premises or any common facilities at any time. You will not play loud music, percussion, audio, or video instruments, or cause any loud or offensive sounds.
 - Insurance:** You understand that our insurance does not cover your belongings or damage that you cause. You agree that we are not responsible for any loss or damage during the term of the Rental Agreement. You agree to carry insurance covering all of your property located in the unit or bear full responsibility for its damage including damage from fire, water, theft, or any cause.
 - Maintenance:** You agree to maintain and properly use and operate all electrical, gas, plumbing and other fixtures and appliances supplied. You are 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. You are responsible for the repair of any stoppage in plumbing fixtures or lines, and any damage caused by you, members of your family, guests or others.
 - Notice of Absence:** You must tell us in advance if you will be absent from the unit for five (5) days or more. If you do not give us this notice, you will have to pay for any damage that results from your absence.
 - Notice of Defects:** If you notice any defects in the unit which are NOT your duty to fix, you must tell us promptly. Any damage caused by your failure to report any defect is your responsibility.
 - Pets:** Pets are not allowed to occupy or to visit, unless we give you prior written approval. We will allow you to keep a guide dog, signal dog, or other service animal which you depend upon for assistance provided that you: (a) observe all applicable laws (i.e., leash and pick-up laws), by-laws and/or house rules; (b) assume responsibility for any damage caused by your pet; and (c) agree to professionally fumigate and carpet clean the unit when you vacate the unit. If you bring pets into the unit without our written approval, we may terminate your Rental Agreement.
 - Residential Use Only:** You may use the unit only as a place to live and not for any unlawful, improper, or offensive purpose, or illegal activity.
- S. WHAT THE LANDLORD CAN DO IF YOU DO NOT KEEP TO THIS AGREEMENT:**
- Failure to pay the rent.** If you do not pay the rent by the due date, we can give you 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, we may terminate your Rental Agreement. If we employ an attorney or collection agency, you 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.
 - Failure to comply with the rules.** If you fail 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, we will give you 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 that notice, we may correct it and charge the cost as additional rent and terminate the Rental Agreement. Notice is hereby given that you are responsible for paying for any fines, penalties, or other assessments charged by any government agency, homeowners associations, and/or condominium association because of your failure to comply with any of the terms of the Rental Agreement.
If the breach of the Rental Agreement is because of your illegal use of the unit or you cause or threaten to cause injury to any person, we may terminate the Rental Agreement immediately. You understand that reasonable attorneys' fees and costs may be awarded to the prevailing party.
- T. RENTAL HISTORY:** TENANT gives LANDLORD permission to provide rental history to other prospective LANDLORD.

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TENANT'S INITIALS & DATE

LANDLORD'S INITIALS & DATE