



HAWAII RENTAL AGREEMENT
Hawaii Association of REALTORS® Standard Form
Revised 7/13 (NC) For Release 5/14



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Reviewed by: Name of Principal Broker/Broker-in-Charge Signature Brokerage Firm

LANDLORD may not discriminate due to RACE, SEX, INCLUDING GENDER IDENTITY OR EXPRESSION, SEXUAL ORIENTATION, COLOR, RELIGION, MARITAL STATUS, FAMILIAL STATUS, ANCESTRY, DISABILITY, AGE, OR HUMAN IMMUNODEFICIENCY VIRUS INFECTION.

THIS IS A LEGALLY BINDING CONTRACT. READ IT CAREFULLY. HANDWRITTEN OR TYPED PROVISIONS SHALL SUPERSEDE ANY PRINTED PROVISIONS IF THERE IS A CONFLICT. FILL IN ALL BLANKS. WRITE "NA" IF NOT APPLICABLE. SECTIONS AND PARAGRAPHS WITH CHECK-OFF BOXES ARE OPTIONAL; ALL OTHERS ARE STANDARD PROVISIONS.

1. DATE: File No. Property Reference or Address:

DESCRIPTION:

Table with 4 columns: TENANTS, Name (print), Phone, E-Mail

Preferred Mailing Address:

3. RENT: The rent is \$ (U.S. Funds) per [] Month or [] Week or [] Day, PAYABLE IN ADVANCE, without notice, demand, or deduction.

at this address: LANDLORD will give TENANT a receipt for rents paid in cash and, upon request, for rents paid by checks.

4. LATE FEES AND OTHER CHARGES: TENANT must pay a late fee of for each rental payment LANDLORD does not receive by [] date payment is due OR [] a grace period of [] day(s) after payment is due.

5. SECURITY DEPOSIT: TENANT must pay \$ IN ADVANCE as a security deposit. By law, this deposit may not be more than one month's rent, plus an additional pet deposit amount of \$ and as agreed upon, but not to exceed one month's rent, between the LANDLORD and TENANT ("Pet Deposit") to compensate the LANDLORD for any damages caused by any pet animal allowed to reside in the premises or Unit pursuant to this Rental Agreement and applicable PET ADDENDUM;

6. RENTAL TERM: 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 TENANT or LANDLORD receives written notice from the other party at least thirty (30) days prior to the end of the fixed term that this Rental Agreement will not automatically convert to a month-to-month term. [] Month-to-Month Rental Agreement. If TENANT is on a Month-to-Month Rental Agreement, TENANT must give written notice at least twenty-eight (28) days in advance to terminate and TENANT must pay rent for the twenty-eight (28) days. LANDLORD must give TENANT written notice at least forty-five (45) days in advance to terminate. TENANT may move at any time during the last forty-five (45) days and

TENANT'S INITIALS & DATE

LANDLORD'S INITIALS & DATE



shall notify LANDLORD of TENANT'S vacate date and pay a prorated rent for the time TENANT occupies the Unit. If the Unit is to be demolished, converted to a condominium, or changed to a vacation rental, LANDLORD must give TENANT written notice at least one hundred twenty (120) days in advance to terminate. TENANT may move at any time during the last one hundred twenty (120) days and shall notify LANDLORD of TENANT'S vacate date and pay a prorated rent for the time TENANT occupies the Unit.

7. **UTILITIES AND SERVICES:** If they are checked, TENANT must be responsible for the arrangement and payment of the following items from the date this Rental Agreement begins until it ends:

- | | | | |
|--|---------------------------------------|---|--|
| <input type="checkbox"/> Cesspool/Septic pumping | <input type="checkbox"/> Internet | <input type="checkbox"/> Sewer | <input type="checkbox"/> TV cable (additional) |
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Pool Service | <input type="checkbox"/> Telephone | <input type="checkbox"/> Water |
| <input type="checkbox"/> Gas | <input type="checkbox"/> Refuse | <input type="checkbox"/> TV cable (basic) | <input type="checkbox"/> Yard Service |
| <input type="checkbox"/> Other _____ | | | |

8. **KEYS, CARDS AND LOCKS:** LANDLORD is giving TENANT the unit entry keys, security keys, key fobs, parking cards, garage door openers, locks, mail box keys, etc. listed below. TENANT may not have additional keys or cards made or have locks changed or added without prior written approval of LANDLORD.

| Item: | Number Given To TENANT: | Item: | Number Given To TENANT: |
|-------|-------------------------|-------|-------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

9. **SPECIAL TERMS:** (Please Number)

10. **RECEIPT BY TENANT:** Receipt of the following, if checked, is acknowledged by TENANT:

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Fair Housing Information | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> House Rules | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Lead-Based Paint Pamphlet (required by law for pre-1978 housing) | <input type="checkbox"/> Other: _____ |

11. **ADDENDA:** The following, if checked, are attached to and made a part of this Rental Agreement:

- | | | |
|---|--|---------------------------------------|
| <input type="checkbox"/> Lead-Based Paint Addendum (required by law for pre-1978 housing) | <input type="checkbox"/> Pet Addendum | |
| <input type="checkbox"/> Property Condition Form | <input type="checkbox"/> Vacating Instructions | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Renewable Energy Act Addendum | <input type="checkbox"/> Other: _____ | |

12. **DISCLOSURE OF REAL ESTATE LICENSING STATUS:** Hawaii law requires that licensees disclose that they hold a real estate license in any transaction in which they, as a principal, are renting or offering to rent real property, or in which they are renting or offering to rent for themselves, immediate relatives, or an entity in which they have an ownership interest. If applicable, the licensee(s) in this transaction disclose the following:

13. **NATIONAL ASSOCIATION OF REALTORS® (NAR) MEMBERSHIP:** Check all that apply:

- Owner Agent/Brokerage Firm TENANT hold(s) membership in the NAR and subscribe(s) to its Code of Ethics.

TENANT'S INITIALS & DATE

LANDLORD'S INITIALS & DATE

14. STANDARD TERMS:

A. **AGENCY:** Agent/Brokerage Firm represents OWNER. Agent/Brokerage Firm does not represent TENANT.

B. 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. 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. It may also be necessary to seek the approval of applicable homeowner's associations and/or condominium association AOAOS. Upon the termination of this Rental Agreement, TENANT is required to return the Unit to its original 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, and county laws; and (c) any covenants, conditions and restrictions.
3. **Hazardous Waste and Toxic Substances.** TENANT shall not bring or permit hazardous substances in, on, or under the Unit and shall be liable for any costs to remediate or remove such materials.
4. **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, or cause any loud or offensive sounds.
5. **Insurance.** TENANT understands that LANDLORD'S insurance does not cover TENANT'S belongings or damage caused by TENANT. TENANT agrees that LANDLORD is not responsible for any loss or damage during the term of this Rental Agreement. TENANT is advised to carry insurance covering all of TENANT'S property located in the Unit. In any event TENANT shall bear full responsibility for any loss or damage to TENANT'S property including any loss or damage from fire, water, theft, or any other cause.
6. **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 or 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.
7. **Notice of Absence.** TENANT must notify LANDLORD in writing if TENANT will be absent from the Unit for five (5) days or more. If TENANT does not give LANDLORD such notice, TENANT will be responsible for any damage that results from TENANT'S absence.
8. **Notice of Defects.** If TENANT notices any defects in the Unit which are NOT TENANT'S duty to fix, TENANT must notify LANDLORD immediately upon discovery of defect. Any damage caused by TENANT'S failure to report any defect is TENANT'S responsibility.
9. **Pets.** Except as otherwise provided by law in connection with service animals or other classification of animals, pets are not allowed to occupy or to visit the Unit unless LANDLORD gives TENANT prior written approval. If TENANT brings pets into the Unit without LANDLORD'S prior written approval, LANDLORD may terminate this Rental Agreement.
10. **Residential Use Only.** TENANT may use the Unit only for residential purposes.
11. **No Subleasing or Additional TENANTS.** No additional TENANTS, subleasing, or assignment of this Rental Agreement will be allowed without the prior written consent of LANDLORD. Guests may not stay longer than fourteen (14) days without written approval of LANDLORD.

C. LANDLORD'S REMEDIES:

1. **Failure to Pay Rent.** If TENANT does not pay the rent or other sums due LANDLORD, LANDLORD may give TENANT written notice demanding payment. If the rent is not paid within the time specified in the notice (NOT LESS THAN FIVE (5) BUSINESS DAYS) after receipt of that notice, LANDLORD may terminate this 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 this Rental Agreement.** If TENANT fails to comply with any of the terms of this 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 such damage or violation and charge the cost to TENANT and terminate this 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 this Rental Agreement.
3. **Illegal Activity.** TENANT may not use the Unit for any unlawful, improper, offensive purpose, or illegal activity. LANDLORD may terminate this 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.
4. **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 such personal property without further notice or liability.
5. **Holdover Tenancy.** If TENANT stays in the Unit after this Rental Agreement is ended, TENANT will be a HOLDOVER TENANT and shall be liable for twice the monthly rent under this Rental Agreement on a prorated daily basis for each day TENANT is a HOLDOVER TENANT. Staying in the Unit after this 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.

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