

# Hawaii Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Hawaii Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). The manager is {PropertyManagerName}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of the Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} (“Agreement Term”).
5. **PAYMENT OF RENT.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH\_Fees}. Per HRS § 521-43(e), Landlord shall furnish to Tenant a written receipt for rents paid at the time of payment. Canceled checks shall also constitute and fulfill the requirement of a written receipt. If rent is paid by check, Landlord shall furnish a receipt therefor, provided a receipt is requested by Tenant.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of the month, Tenant shall pay Landlord a late charge of \${Late\_Fee}, which may not exceed eight percent of the rent, per HRS § 521-21. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of \${NSF\_Fee}. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from {StartDate} through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of

[\\${ProratedRent}](#).

## 8. SECURITY DEPOSIT.

- A. **Amount.** Tenant shall deposit with Landlord the amount of [\\${SecurityDeposit}](#) as a security deposit against any breach of this Agreement by Tenant. **HRS § 521-44 limits the amount of the security deposit to one month's rent.** Tenant shall not apply the security deposit to the last month's rent.
- B. **Allowable Charges.** Per HRS § 521-44(a), Landlord may apply the security deposit to:
- i. remedy Tenant defaults for accidental or intentional damages resulting from failure to comply with Tenant's maintenance responsibilities or HRS § 521-51, for failure to pay rent due, or for failure to return all keys (including key fobs, parking cards, garage door openers, and mail box keys) furnished by Landlord at the termination of this Agreement;
  - ii. clean the Premises or have it cleaned at the termination of this Agreement so as to place the condition of the Premises in as fit a condition as that which Tenant entered into possession of the Premises;
  - iii. compensate for damages caused by Tenant who wrongfully quits the Premises;
  - iv. compensate for damages caused by any pet animal allowed to reside in the Premises pursuant to a written pet agreement; and
  - v. compensate Landlord for moneys owed by Tenant under this Agreement for utility service provided by Landlord but not included in the rent.
- C. **Return Of Security Deposit.** Per HRS § 521-44(c):
- i. Prior to move-out, Tenant shall provide Landlord with a forwarding address. Within **14 days** after the termination of this Agreement or surrender and acceptance of the Premises, whichever occurs last, Landlord shall deliver to Tenant at Tenant's forwarding address (or, if unknown, then Tenant's last known address) either:
    - a. the full amount of the security deposit; or
    - b. the balance of the security deposit after deduction for any damages suffered by Landlord by reason of Tenant's failure to comply with Tenant's obligations, together with a written statement itemizing the nature and amount of such damages, including written evidence of the costs of remedying Tenant's defaults, such as estimates or invoices for material and services or of the costs of cleaning, such as receipts for supplies and equipment, or charges for cleaning services.
  - ii. If Landlord does not furnish Tenant with the written notice and

other information required by this section within **14 days** after the termination of this Agreement, Landlord shall not be entitled to retain the security deposit or any part of it, and Landlord shall return the entire amount of the security deposit to Tenant.

- iii. Per HRS § 521-44(c), a return of the security deposit or the furnishing of the written notice and other required information in compliance with the law shall be presumptively proven if mailed to Tenant, at an address supplied to Landlord by Tenant, with acceptable proof of mailing and postmarked before midnight of the fourteenth day after the date of the termination of this Agreement or if there is an acknowledgment by Tenant of receipt within the fourteen-day limit.

9. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the “Keys”). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service. Per HRS § 521-81, if Tenant or an immediate family member of Tenant has been the victim of domestic violence and Tenant does not elect to be released from this Agreement pursuant to HRS § 521-80, Tenant may require Landlord to change the locks to the Premises by submitting a request to Landlord.
10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.
11. **SMOKING.** Smoking, including medical marijuana, {Smoking} permitted in the Premises.
12. **PET RESTRICTIONS.**
  - A. **Pet Agreement Required.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
  - B. **Pet Security Deposit** If Tenant has a pet under a written pet agreement, Landlord may collect a pet security deposit not to exceed one month's rent, in addition to the security deposit. Assistance animals for tenants with disabilities are excluded.
13. **NOTICE TO TERMINATE; HOLDOVER.**
  - A. **Tenant's Notice.** At least **28 days** prior to the expiration of the Agreement Term, Tenant shall provide Landlord with written notice of

Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.

**B. Month-to-Month Tenancies.**

- i. Notice by Landlord. Per HRS § 521-71(a), Landlord may terminate a month-to-month tenancy by providing **45 days'** written notice to Tenant. When Landlord provides notification of termination, Tenant may vacate at any time within the last **45 days** of the period between the notification and the termination date, but Tenant shall notify Landlord of the date Tenant will vacate the Premises and shall pay a prorated rent for that period of occupation.
- ii. Notice by Tenant. Per HRS § 521-71(b), Tenant may terminate a month-to-month tenancy by notifying Landlord, in writing, at least **28 days** in advance of the anticipated termination. When Tenant provides notice of termination, Tenant shall be responsible for the payment of rent through the twenty-eighth day.

**C. Holdover.** Per HRS § 521-71(e), if Tenant continues in possession of the Premises after the expiration of the Agreement Term, Tenant shall be deemed a holdover tenant and the tenancy shall be month-to-month. During such holdover tenancy, the monthly rent shall be **double the monthly rental amount of  $\{MonthlyRent\}$** , computed and prorated on a daily basis for each day Tenant remains in possession. Landlord may bring a summary proceeding for recovery of the possession of the Premises at any time during the first sixty days of holdover. Should Landlord fail to commence summary possession proceedings within the first sixty days of the holdover, in the absence of a rental agreement, a month-to-month tenancy at the monthly rent stipulated in the previous rental agreement shall prevail beginning at the end of the first sixty days of holdover.

14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **45 days** prior to the end of the Agreement Term. If Tenant becomes a holdover or month-to-month tenant, Landlord may change the rental amount or other agreement terms by providing **45 days'** written notice to Tenant.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement. Per HRS § 521-70(e), if Tenant unequivocally indicates by words or deeds Tenant's intention not to honor the tenancy before occupancy, Tenant shall be liable to Landlord for the *lesser* of the following amounts:

- A. all moneys deposited with Landlord;
- B. one month's rent; or
- C. all rent accrued from the agreed date for the commencement of the tenancy until the Premises is re-rented at the fair rental, plus the difference between such fair rent and the rent agreed to in this Agreement, plus reasonable costs, and a reasonable commission for the re-renting of the Premises. This paragraph applies if the amount calculated hereunder is less than the amounts calculated under paragraphs (A) or (B), whether or not Landlord re-rents the Premises.

16. **DELAY OF OCCUPANCY.** Per HRS § 521-61:

- A. if Landlord fails to put Tenant into possession of the Premises in the agreed condition at the beginning of the Agreement Term:
  - i. Tenant shall not be liable for the rent during any period the Tenant is unable to enter into possession.
  - ii. At any time during the period Tenant is so unable to enter into possession, Tenant may notify Landlord that Tenant has terminated this Agreement; and
  - iii. Tenant shall have the right to recover damages in the amount of reasonable expenditures necessary to secure adequate substitute housing, the recovery to be made either by action brought in the district court or by deduction from the rent upon submission to Landlord of receipts totaling at least
    - a. the amount of abated rent; plus
    - b. the amount claimed against the rent; or
    - c. if the inability to enter results from the wrongful holdover of a prior occupant, Tenant may maintain a summary proceeding in the district court for possession.
- B. In any district court proceeding brought by Tenant under this section the court may award Tenant substitute housing expenditures, reasonable court costs, and attorneys' fees.

17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.

18. **MAINTENANCE RESPONSIBILITIES.**

- A. **Landlord's Responsibilities.** Per HRS § 521-42(a), Landlord shall at all times during the tenancy:
  - i. comply with all applicable building and housing laws materially affecting health and safety;
  - ii. keep common areas of a multi-dwelling unit premises in a clean and safe condition;
  - iii. make all repairs and arrangements necessary to put and keep the Premises in a habitable condition;

- iv. maintain all electrical, plumbing, and other facilities and appliances supplied by Landlord in good working order and condition, subject to reasonable wear and tear;
- v. except in the case of a single family residence, provide and maintain appropriate receptacles and conveniences for the removal of normal amounts of rubbish and garbage, and arrange for the frequent removal of such waste materials; and
- vi. except in the case of a single family residence, or where the building is not required by law to be equipped for the purpose, provide for the supplying of running water as reasonably required by Tenant.

**B. Tenant's Responsibilities.** Per HRS § 521-51, Tenant shall at all times during the tenancy:

- i. comply with all applicable building and housing laws materially affecting health and safety;
- ii. keep that part of the Premises which Tenant occupies and uses as clean and safe as the conditions of the Premises permit;
- iii. dispose from the Premises all rubbish, garbage, and other organic or flammable waste in a clean and safe manner;
- iv. keep all plumbing fixtures in the Premises or used by the tenant as clean as their condition permits;
- v. properly use and operate all electrical and plumbing fixtures and appliances in the Premises or used by Tenant;
- vi. not permit any person on the Premises with Tenant's permission to willfully destroy, deface, damage, impair, or remove any part of the Premises or the facilities, equipment, or appurtenances thereto, nor oneself do any such thing;
- vii. keep the Premises and all facilities, appliances, furniture, and furnishings supplied therein by Landlord in fit condition, reasonable wear and tear excepted; and
- viii. comply with all obligations, restrictions, rules, and the like which are in accordance with HRS § 521-52 and which Landlord can demonstrate are reasonably necessary for the preservation of the property and protection of the persons of Landlord, other tenants, or any other person.

**C. Maintenance Responsibilities by Written Agreement.** Per HRS § 521-42(b), Landlord and Tenant may agree that Tenant is to perform specified repairs, maintenance tasks, and minor remodeling only if:

- i. the agreement of Landlord and Tenant is entered into in good faith and is not for the purpose of evading the obligations of Landlord;
- ii. the work to be performed by Tenant is not necessary to cure noncompliance by Landlord with section 18(A)(i) above or HRS

§ 521-42(a)(1); and

- iii. the agreement of Landlord and Tenant does not diminish the obligations of Landlord to other Tenants.

D. **Notice of Defective Condition.** Per HRS § 521-55, if any defective condition of the Premises comes to Tenant's attention and Tenant has reason to believe it is unknown to Landlord and Tenant has reason to believe it is the duty of Landlord or of another tenant to repair, Tenant shall report the defective condition to Landlord as soon as practicable.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.
20. **CONDITION OF THE PREMISES.** Per HRS § 521-42, prior to the beginning of the Agreement Term, Landlord shall inventory the Premises and make a written record detailing the condition of the Premises and any furnishings or appliances provided. Duplicate copies of this inventory shall be signed by Landlord and by Tenant and a copy given to Tenant. In an action arising under this section, the executed copy of the inventory shall be presumed to be correct. If Landlord fails to make such an inventory and written record, the condition of the Premises and any furnishings or appliances provided, upon the termination of the tenancy shall be rebuttably presumed to be the same as when Tenant first occupied the Premises.
21. **TENANT'S REMEDY OF TERMINATION AT BEGINNING OF TERM.** Per HRS § 521-62, if Landlord fails to conform to this Agreement, or is in material noncompliance with section 18(A) or HRS § 521-42(a), Tenant may, on notice to Landlord, terminate this Agreement and vacate the Premises at any time during the first week of occupancy. Tenant shall retain such right to terminate beyond the first week of occupancy so long as Tenant remains in possession in reliance on a promise, whether written or oral, by Landlord to correct all or any part of the condition which would justify termination by Tenant under this section.
22. **REPAIRS AND ALTERATIONS.**
  - A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.
  - B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises,

or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

C. **Landlord's Right to Repair.** Per HRS § 521-69(a), if Tenant is in material noncompliance with section 18(B) or HRS § 521-51, Landlord, upon learning of any such noncompliance and after both notifying Tenant in writing of the noncompliance and allowing a specified time not less than ten days after receipt of the notice for the tenant to remedy the noncompliance, may remedy the Tenant's failure to comply. Landlord may then bill Tenant for the actual and reasonable cost of such remedy if the noncompliance can be remedied by Landlord by cleaning, repairing, replacing a damaged item, or the like, which bill shall be treated by all parties as rent due and payable on the next regular rent collection date or, if the tenancy has terminated, immediately upon receipt by Tenant.

D. **Tenant's Repair and Deduct Remedy.** Per HRS § 521-64(c)-(g):

- i. Landlord, upon written notification by Tenant of any defective condition on the Premises that is in material noncompliance with this Agreement or 521-42(a), shall commence repairs of the condition within twelve business days of the notification with a good faith requirement that the repairs be completed as soon as possible; provided that if Landlord is unable to commence repairs within twelve business days for reasons beyond Landlord's control, Landlord shall inform Tenant of the reason for the delay and set a reasonable tentative date on which repairs will commence. In any case involving repairs, except those required due to misuse by Tenant, to electrical, plumbing, or other facilities, including major appliances provided by Landlord pursuant to this Agreement, necessary to provide sanitary and habitable living conditions, Landlord shall commence repairs within three business days of receiving oral or written notification, with a good faith requirement that the repairs be completed as soon as possible; provided that if Landlord is unable to commence repairs within three business days for reasons beyond Landlord's control, Landlord shall inform Tenant of the reasons for the delay and set a reasonable tentative date on which repairs will commence.
- ii. If Landlord fails to perform in the manner specified in subsection (i), Tenant may immediately do or have done the necessary work in a competent manner and, upon submission to Landlord of receipts amounting to at least the sums deducted, deduct from Tenant's rent not more than \$1,000 or one month's rent, whichever is greater, for Tenant's actual expenditures for work done to correct the defective condition.
- iii. At the time Tenant initially notifies Landlord under subsection (i), Tenant shall list every condition that Tenant knows or should know of noncompliance under subsection (i), in addition to the



objectionable condition that Tenant then intends to correct or have corrected at Landlord's expense. Failure by Tenant to list such a condition that Tenant knew of or should have known of shall estop Tenant from requiring Landlord to correct it and from having it corrected at Landlord's expense under this section for a period of six months after the initial notification to Landlord. Total correction and repair work costs under this section chargeable to Landlord's expense during each six-month period shall not exceed an amount equal to three months' rent.

- iv. In no event may Tenant repair at Landlord's expense when the condition complained of was caused by the want of due care by Tenant, a member of Tenant's family, or other person on the Premises with Tenant's consent.
- v. Before correcting a condition affecting facilities shared by more than one dwelling unit, Tenant shall notify all other tenants sharing the such facilities of Tenant's plans, and shall so arrange the work as to create the least practicable inconvenience to the other tenants.
- vi. Per law, "health or safety violation" means any condition on the Premises that is in noncompliance with HRS § 521- 42(a)(1).

23. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:
- A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
  - B. damages the Premises, common areas, or surrounding property; or
  - C. disturbs the peace and quiet of any other tenant or nearby resident.

24. **RULES AND REGULATIONS.** Per HRS § 521-52:
- A. Tenant shall comply with all obligations or restrictions, whether denominated by Landlord as rules, or otherwise, concerning Tenant's use, occupancy, and maintenance of the Premises, appurtenances thereto, and the property of which the Premises is a part, if:
    - i. such obligations or restrictions are brought to the attention of Tenant at the time of Tenant's entry into this Agreement; or
    - ii. such obligations or restrictions, if not so known by Tenant at the time of Tenant's entry into this Agreement, are brought to the attention of Tenant and, if they work a substantial modification of Tenant's bargain under this Agreement, are consented to in writing by Tenant.
  - B. No such obligation or restriction shall be enforceable against Tenant unless:
    - i. It is for the purpose of promoting the convenience, safety, or welfare of the tenants of the property, or for the preservation of

Landlord's property from abusive use, or for the fair distribution of services and facilities held out for the tenants generally;

- ii. it is reasonably related to the purpose for which it is established;
- iii. it applies to all tenants of the property in a fair manner; and
- iv. it is sufficiently explicit in its prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what Tenant must or must not do to comply.

C. If the Premises is a single family residence, Landlord shall not prohibit Tenant from erecting, maintaining, or displaying an otherwise legal sign or outdoor advertising device that urges voters to vote for or against any person or issue; provided that reasonable restrictions are permissible for purposes of complying with applicable building and housing laws affecting health and safety.

D. If the Premises is an apartment or unit in a condominium property regime, Tenant shall comply with the bylaws of the association of owners under HRS §§ 514A or 514B. If the Premises is an apartment in a cooperative housing corporation Tenant shall comply with the bylaws of the corporation.

25. **LANDLORD'S REMEDIES FOR IMPROPER USE.** Per HRS § 521-72, if Tenant breaches any rule authorized under this Agreement or HRS § 521-52, Landlord may notify Tenant in writing of Tenant's breach. The notice shall specify the time, not less than ten days, within which Tenant is required to remedy the breach and shall be in substantially the following form:

*“(Name and address of tenant) (date)*

*You are hereby notified that you have failed to perform according to the following rule:*

*(specify rule allegedly breached)*

*Be informed that if you (continue violating) (again violate) this rule after (a date not less than ten days after this notice), the landlord may terminate the rental agreement and sue for possession of your dwelling unit.”*

26. **EXTENDED ABSENCES.** if Tenant will be away from the Premises for seven or more consecutive days, Tenant shall notify Landlord no later than the first day of such absence. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs. Tenant shall indemnify Landlord for any damage resulting from such absence.

27. **ABANDONMENT.**

A. **Evidence of Abandonment.** Per HRS § 521-44(d), if Tenant is absent from the Premises for a continuous period of twenty days or more without written notice to Landlord and without payment of rent for the month, Tenant shall be deemed to have wrongfully quit the Premises. In addition to any other right or remedy Landlord has with respect to Tenant, Landlord may retain the entire amount of any security deposit

Landlord has received from or on behalf of such tenant.

B. **Mitigation of Damages.** Per HRS § 521-70(d), Tenant shall be liable to Landlord for the *lesser* of the following amounts for abandonment:

- i. the entire rent due for the remainder of the Agreement Term; or
- ii. all rent accrued during the period reasonably necessary to re-rent the Premises at market rate, plus the difference between such market rent and the rent agreed to in this Agreement and a reasonable commission for the renting of the Premises. This paragraph applies if the amount calculated hereunder is less than the amount calculated under paragraph (i) whether or not Landlord re-rents the Premises.

C. **Personal Property.** Per HRS § 521-56:

- i. When Tenant, within the meaning of section 521-70(d) or section 521-44(d), has wrongfully quit the Premises, or when Tenant has quit the Premises pursuant to a notice to quit or upon the natural expiration of the term, and has abandoned personalty which Landlord, in good faith, determines to be of value, in or around the Premises, Landlord may sell such personalty, in a commercially reasonable manner, store such personalty at Tenant's expense, or donate such personalty to a charitable organization. Before selling or donating such personalty, Landlord shall make reasonable efforts to apprise Tenant of the identity and location of, and Landlord's intent to sell or donate such personalty by mailing notice to the Tenant's forwarding address, or to an address designated by Tenant for the purpose of notification or if neither of these is available, to Tenant's previous known address. Following such notice, Landlord may sell the personalty after advertising the sale in a daily paper of general circulation within the circuit in which the Premises is located for at least three consecutive days, or Landlord may donate the personalty to a charitable organization; provided that such sale or donation shall not take place until fifteen days after notice is mailed, after which Tenant is deemed to have received notice.
- ii. The proceeds of the sale of personalty under subsection (i) shall, after deduction of accrued rent and costs of storage and sale, including the cost of advertising, be held in trust for Tenant for thirty days, after which time the proceeds shall be forfeited to Landlord.
- iii. When Tenant has quit the Premises **any personalty in or around the Premises left unsold after conformance to subsection (i) or otherwise left abandoned by Tenant and determined by Landlord to be of no value may be disposed of at Landlord's discretion without liability to the Landlord.**

28. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** Per HRS § 521-53:

A. Tenant shall not unreasonably withhold Tenant's consent to Landlord

to enter into the Premises in order to inspect the Premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply services as agreed; or exhibit the Premises to prospective purchasers, mortgagees, or tenants.

B. Landlord shall not abuse this right of access nor use it to harass Tenant. Except in case of emergency or where impracticable to do so, Landlord shall give Tenant at least **two days notice** of Landlord's intent to enter and shall enter only during reasonable hours.

C. Landlord shall have no other right of entry, except by court order, unless Tenant appears to have abandoned the Premises, or as permitted by extended absences or HRS § 521-70(b).

29. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.

30. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.

31. **NOTICE OF CONDOMINIUM CONVERSION.** If Landlord contemplates conversion of the Premises to a condominium property regime under HRS §§ 514A or 514B, Landlord shall provide notice to Tenant at least one hundred twenty days in advance of the termination of this Agreement.

32. **GROUND FOR TERMINATION OF THE TENANCY.**

A. **Termination by Landlord.** Landlord may terminate this Agreement if:

- i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
- ii. Tenant misrepresents any material fact on Tenant's rental application;
- iii. Tenant fails to comply with section 18(B) above or HRS § 521-51, per HRS § 521-69; or
- iv. per HRS § 521-70 or as otherwise provided by law.

B. **Termination By Tenant.** Tenant may terminate this Agreement if:

- i. the Premises is damaged or destroyed by fire or casualty other than by the wrongful or negligent acts of Tenant to the extent

that normal use and occupancy is substantially impaired, per HRS § 521-65;

- ii. Landlord breaches the warranty of habitability described in section 18(A) above;
  - iii. an unfit condition of the Premises or Landlord's unlawful removal or exclusion of Tenant occurs, per HRS § 521-63;
  - iv. Tenant qualifies for early termination of a tenancy for victims of domestic violence, per HRS § 521-80;
  - v. Tenant is a servicemember and receives military orders requiring Tenant to vacate civilian housing and move into on-post government quarters, per HRS § 521-83; or
  - vi. otherwise provided by law.
33. **TENANT'S RIGHT TO REFUND OF RENT, ETC., ON TERMINATION; RETURN OF SECURITY DEPOSIT.** Per HRS § 521-66, if Tenant exercises a right to terminate this Agreement pursuant to HRS §§ 521-62, 521-63, or 521-65, Landlord shall return to Tenant, not later than **14 days** after the termination, the amount of any advance rent paid apportionable to the remaining days of the term and the amount of any security deposit that Landlord is not authorized to retain pursuant to HRS § 521-44.
34. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.
35. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
36. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
37. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
38. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this

Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:

- A. To Tenant: the Premises, or at Tenant's last known address
- B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}

**Note:** HRS § 521-43(f) states:

*Any owner or landlord who resides without the State or on another island from where the rental unit is located shall designate on the written rental agreement an agent residing on the same island where the unit is located to act in the owners or landlord's behalf. In the case of an oral rental agreement, the information shall be supplied to the tenant, on demand, in a written statement.*

- 39. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:  
{AdditionalProvisions}
- 40. **ATTORNEYS' FEES.** Per HRS § 521-35, in a suit for unpaid rent, Tenant shall pay Landlord's costs and reasonable attorneys' fees not in excess of twenty-five per cent of the unpaid rent. In any other action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees, and costs.
- 41. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
- 42. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 43. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
- 44. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
- 45. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant. Per HRS § 521-43(d), Landlord shall provide an executed copy of this Agreement to Tenant.

Effective as of the date first set forth above.

{SignatureBlock\_ALL\_Signatures+Date+Emails}