

**Schedule A
Rent and Deposit**

					From	To	US Dollars	
Today	Nights	Weeks			17-Apr-14			
	3	0.4	2 adults, 0 children	105.00	29-May-14	31-May-14	315.00	
			http://www.vrbo.com/183064#rates					
Rent	3						315.00	
			http://files.hawaii.gov/tax/forms/2008/g45_f.pdf	4.712%	GET			
			http://files.hawaii.gov/tax/forms/2010/ta1_f.pdf	9.250%	TAT			
			Hawaii State Tax (GET & TAT)	13.962%	Total Tax		43.98	
			Subtotal - Total Rent plus State Tax				358.98	
			Refundable cleaning deposit *				95.00	
			Refundable Security/Key Deposit				200.00	
			To get the deposits back, simply return the unit in the same condition received. **					
			When check in date is within 30 days of reservation, this amount is due upon reservation - TOTAL					653.98
			When check in date is more than 30 days from the date of reservation, payments are split in two due dates:					
			(1st) deposit due within 7 days of reservation		50.000%	24-Apr-14	326.99	
			(2nd) deposit due 30 days in advance of check in date		50.000%	29-Apr-14	326.99	
			Check in after 3:00 PM HST			29-May-14		
						31-May-14		
			Check out before 11:00AM HST			01-Jun-14		

* Cleaning deposit corresponds to the estimated amount required to clean the entire unit including 1 set of sheets and towels and that there is one complete roll of paper towels and toilet paper left in the unit by the guest. If the 2nd set of sheets and towels are soiled there will be an additional \$25 charge to clean them. If the roll of paper towel or toilet paper is not complete, there will be an additional charge to put new rolls in the unit.

** Guest understands that the CHECK-IN condition will be compared to the CHECK-OUT condition at the time of check-out and that guest will be responsible for any and all discrepancies in the apartment's condition. Guest understands that at the time of check-out, Owner may deduct from cleaning or security deposit the costs of cleaning, repairing, or restoring the items on this form to their check-in condition, except for damage caused by ordinary wear and tear.



RENTAL AGREEMENT
Hawaii Association of REALTORS® Standard Form
Revised 2/13 For Release 5/13



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Reviewed by: Robin Charles Glass Hawaii Home + Commercial LLC
 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. LANDLORD means the Owner and Owner's Agent/Brokerage Firm, one of which must reside on the island where the Unit is located. UNIT means the premises (as defined in the Landlord Tenant Code)TENANT is 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.

THIS IS A LEGALLY BINDING CONTRACT. READ IT CAREFULLY. HANDWRITTEN OR TYPED PROVISIONS HEREIN 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: 445 Seaside Ave, Island Colony 2206, Honolulu, HI 96815
Latitude: 21.2810823 **Longitude:** -157.8261667
DESCRIPTION: Studio 1 bath full kitchen 309 sf Int, 104 sf Lanai, 413 total area

2. **TENANTS:**

Name (print)	Phone	E-Mail
_____	_____	_____
Your name	Your phone	Your email
_____	_____	_____
_____	_____	_____

Preferred Mailing Address: Your address

3. **RENT:** The rent is \$ see Schedule A (U.S. Funds) per [] Month or [] Week or [] Day, PAYABLE IN ADVANCE, without notice, demand, or deduction. Payment is due by _____ [] am [] pm on the _____ day of each [] Month or [] Week, BEGINNING ON _____ (date). TENANT must pay to LANDLORD, _____ 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 see Schedule A for each rental payment LANDLORD does not receive by [] date payment is due OR [] a grace period of _____ day(s) after payment is due. In addition, interest at _____ % per year will be charged on all rent and other sums TENANT does not pay to LANDLORD on time.

5. **SECURITY DEPOSIT:** TENANT must pay \$ see Schedule A IN ADVANCE as a security deposit. By law, this deposit may not be more than one month's rent. LANDLORD may not receive more than the security deposit and the first month's rent. TENANT MAY NOT USE THIS DEPOSIT AS TENANT'S LAST MONTH'S RENT. Any interest earned on the security deposit shall accrue to the benefit of the LANDLORD. TENANT'S security deposit will be held by _____ .

6. **RENTAL TERM:** This Rental Agreement will begin on see Schedule A 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 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.

 TENANT'S INITIALS & DATE

 LANDLORD'S INITIALS & DATE



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:

- Cesspool/Septic pumping Internet Sewer TV cable (additional)
- Electricity Pool Service Telephone Water
- Gas Refuse TV cable (basic) Yard Service
- Other \$5.00 per stay per Electronic Key FOB. Pay at Security Desk.

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:
<u>Common areas:</u>			
<u>Electronic Key FOB</u>	<u>2</u>		
<u>Makai Portcochere Entrance Key</u>	<u>2</u>		

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

- 1) Replace paragraphs 3, 4, 5 & 6 with Schedule A: Rent & Deposit
- 2) 14.B.8. Notice of Defects: Guest/Tenant must immediately notify Owner/Landlord by phone 808-358-1774. Emails, text, faxes and postal letters are not sufficient forms of notice in case of emergency.
- http://www.smchealth.org/sites/default/files/docs/California_Tenants_Landlords_Rights.pdf
- If there is damage caused by someone outside the unit, such as a water leak into the apartment coming from the unit above, the guest/tenant must also immediately notify Island Colony Security desk 922-2447 or cell: 927-5043 and give Owner/Landlord the date/time and whom they reported the issue to.
- 3) 10.
- http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws/yourrights
- <http://hawaiihome.cc/listings/islandcolony/2206/houseRules.pdf>
- 4) 11.
- Property Condition Form <http://hawaiihome.cc/listings/islandcolony/2206/Condition.pdf>
- Vacating Instructions <http://hawaiihome.cc/listings/islandcolony/2206/Vacating.pdf>
- Inventory <http://hawaiihome.cc/listings/islandcolony/2206/Inventory.pdf>

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

- Fair Housing Information Other: Schedule A: Rent & Deposit
- House Rules Other: _____
- Lead-Based Paint Pamphlet (required by law for pre-1978 housing) Other: _____

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

- Lead-Based Paint Addendum (required by law for pre-1978 housing) Pet Addendum
- Property Condition Form Vacating Instructions Other: Cancellation and Refunds Policy
- Other: Inventory 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:
Owner is Real Estate Broker: License RB-20173

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.

TENANT'S INITIALS & DATE

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LANDLORD'S INITIALS & DATE

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D. INVENTORY & CONDITION:

1. **When 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.
2. **When TENANT Moves Out.** TENANT must remove all TENANT'S personal items with TENANT. If TENANT leaves any personal items behind, TENANT must pay for any storage and other costs, including advertising costs, involved in selling or disposing 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 present when TENANT moved in; and TENANT must leave these items in the same condition, except for normal wear and tear. If there is any disagreement, the signed PROPERTY CONDITION FORM will be treated as correct. Rent is still due in accordance with this Rental Agreement, even if it is only a prorated amount. **Tenant is advised that ALL repairs/replacements/cleaning must be completed by inspection time. If the Unit is not ready for inspection, Tenant will be charged RENT until the work is completed.** LANDLORD will finish anything not completed but at TENANT'S expense. When the property is vacant tenant will return all keys and cards (including storage and mailbox). Failure to return the keys will result in LANDLORD re-keying the locks and replacing the keys at TENANT'S expense.

E. LANDLORD'S RESPONSIBILITIES:

1. **Possession.** LANDLORD will give TENANT possession of the Unit in its accepted condition at the beginning of the rental term. Any services and appliances supplied by LANDLORD, LANDLORD will maintain. LANDLORD will not be liable for any interruption in these services or appliances which are beyond LANDLORD'S control. TENANT may not end this Rental Agreement because services or appliances are interrupted.
2. **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 finance 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.
3. **Refund of Security Deposit.** LANDLORD must return TENANT'S deposit, MINUS DEDUCTIONS, not later than fourteen (14) calendar days after the termination of this Rental Agreement. LANDLORD must give TENANT a written statement at that time explaining any deductions. Deductions can be made in accordance with Paragraph D2 above and can pay for LANDLORD'S damages caused by TENANT quitting the Unit wrongfully.
4. **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.
5. **Service of Notices.** If LANDLORD must 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.

F. RENTAL HISTORY: TENANT gives LANDLORD permission to provide rental history to other prospective Landlords.

G. DAILY RATE: Daily rent is calculated using a thirty (30) day proration.

H. MILITARY TENANTS: If TENANT receives military orders after execution of this Rental Agreement that require (i) TENANT'S change of permanent station (PCS) from a location on an island within Hawaii to any location off-island or outside Hawaii, or (ii) TENANT to deploy with a military unit or as an individual in support of a military operation for a period of not less than ninety (90) days, TENANT may end TENANT'S obligations under this Rental Agreement. To terminate this Rental Agreement, said military TENANT must deliver by hand, private business carrier, or mail with return receipt requested, written notice with a copy of the official orders to the LANDLORD. Oral notice is not sufficient. In the case of a fixed-term or a month-to-month term requiring monthly rents, the earliest termination date is thirty (30) days after the first date on which the next rental payment is due, following proper notification of termination of the Rental Agreement. For example, if rents are due on the first day of every month, and TENANT properly notifies LANDLORD on July 20th that TENANT wishes to terminate the Rental Agreement, the earliest termination date is September 1st (thirty (30) days after August 1st when the next rental payment was due after notice). In the case of all other term of lease, the termination of the Rental Agreement is effective on the last day of the month following the month in which proper notice is delivered to LANDLORD. The parties should refer to the Service Members Civil Relief Act for further guidance.

I. DISCLOSURE:

1. **Lead-Based Paint Disclosure.** If the Unit was constructed prior to 1978, a Lead-Based Paint Addendum must be attached to this Rental Agreement. Disclosure forms are available on the Environmental Protection Agency (EPA) website.
2. **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.
3. **Mold Disclosure.** TENANT is aware that mold and/or other microscopic organisms may exist in 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.
4. **Hawaii Residential Landlord Tenant Code ("the Landlord Tenant Code").** The Landlord Tenant Code is Chapter 521 of the Hawaii Revised Statutes. Both LANDLORD and TENANT should check the Landlord Tenant Code to learn what duties, rights and remedies they have in addition to what is contained in this Rental Agreement.
5. **Conflict with the Landlord Tenant Code and Other Laws.** If it is found that any part of this Rental Agreement or its terms conflict with the Landlord Tenant 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.

TENANT'S INITIALS & DATE

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LANDLORD'S INITIALS & DATE

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6. **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, OWNER, AGENT, nor BROKERAGE FIRM is required to obtain information regarding sex offenders.
- J. **Electronic (Digital or Fax) Signatures.** Electronically executed copies of this Rental Agreement and any related documents shall be fully binding and effective for all purposes.
- K. **TENANTS JOINTLY AND SEVERALLY RESPONSIBLE: BY SIGNING THIS RENTAL AGREEMENT EACH TENANT SHALL BE JOINTLY AND SEVERALLY (COLLECTIVELY AND INDIVIDUALLY) RESPONSIBLE FOR COMPLIANCE WITH ALL ITS TERMS AND CONDITIONS, INCLUDING THE PAYMENT OF RENT IN FULL. EACH TENANT IS RESPONSIBLE FOR OTHER OCCUPANTS AND GUESTS AND SHALL ENSURE THEY COMPLY WITH THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT.**

ACCEPTANCE OF RENTAL AGREEMENT: By signing below, the parties agree to the foregoing and acknowledge they have been provided a copy of this agreement.

TENANT(S) SIGNATURES:

		Your name
_____	_____	_____
Date	Signature	Name (print or type)
_____	_____	_____
Date	Signature	Name (print or type)
_____	_____	_____
Date	Signature	Name (print or type)
_____	_____	_____
Date	Signature	Name (print or type)

LANDLORD(S) SIGNATURES AND INFORMATION:

PURSUANT TO CHAPTER 521-43(F) OF THE HAWAII REVISED STATUTES, OFF-ISLAND OWNERS AND LANDLORDS MUST HAVE AN ON-ISLAND DESIGNATED AGENT TO ACT ON HIS BEHALF. UNLICENSED AGENTS MAY NOT WORK FOR MORE THAN ONE OWNER.

[] Designated Agent: Robin Charles Glass is a [] Licensed Brokerage [] Unlicensed Agent

_____	_____	<u>Robin Charles Glass</u>
Date	Signature	Name (print or type)
_____	_____	_____
	<u>Owner</u>	
	Title	
_____	_____	_____
Date	Signature	Name (print or type)
_____	_____	_____
	Title	
_____	_____	_____
Date	Signature	Name (print or type)
_____	_____	_____
	Title	

On-Island LANDLORD, Owner, or Designated Agent contact information:

Address 445 Seaside Ave #2206, Honolulu, Hawaii 96815
 Telephone 808-358-1774 Emergency Phone # 808-358-1774 E-Mail glassr@hawaiihome.cc

RECEIPT: The sum of \$ 326.99 in the form of Credit Card has been received from TENANT, and is to be applied as follows:
See Schedule A: Rent and Deposit
 Date: _____ Received by: Robin Charles Glass

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).

CANCELLATION AND REFUNDS. Reservation deposit is refundable up to 30 days before arrival less a service fee of 20% (percent) of the total reservation. Service fee will be refunded if owner is able to re-rent the condo for the same time period, price, and terms. Full payment is forfeited entirely if canceled within thirty (30) days of scheduled arrival. There will be no refunds after occupancy has begun.

Refund of moneys paid for rental and services will be made only under the following circumstances: (1) The home becomes unfit for habitation and no equivalent substitute can be obtained; or (2) If the guest cancels a confirmed booking and the home is re-booked for the same period and at the same rate of the initial booking. If a portion of the rental time is re-booked, a pro-rata refund will be made. If the home is rebooked at a lower rate then only the actual amount of the booking will be refunded. To protect against cancellations caused by certain unforeseen events, such as illness, we recommend that guests purchase trip cancellation insurance. Such insurance is available through travel agents or websites such as: <http://www.insuremytrip.com> or <http://www.alltripprotection.com>.

RESERVATIONS AND PAYMENTS. The executed booking agreement and reservation deposit must be received within seven (7) days of confirmed reservation. Your balance is due thirty (30) days prior to arrival to hold your reservation.

The Owner will accept and hold a tentative reservation for seven days. Payment of the applicable Rental Deposit amount together with a completed Guest Reservation Application must be received and approved by the Owner before a confirmation will be issued. **There is no confirmed reservation until the owner receives both the reservation agreement and the deposit. The owner may continue to take other reservations for the condo for the same dates until both of the above items are completed.** No grace period will apply. Final payment, consisting of the remaining rental balance, Guest Account Deposit (for additional services booked) and applicable taxes must be received by Owner at least 30 days prior to guest arrival except for Christmas rentals in which the final payment is due no later than 60 days prior to arrival. If booked less than 30 days in advance of guest arrival the entire payment is due before a confirmation will be issued. **Failure to make payments on a timely basis will make reservations subject to cancellation.**

Property Condition Form

You have seven (3) hours after check-in to return this form. Failure to do so indicates your acceptance of the condition as noted.

Area	Check-in	Check-out
	Condition	
EXTERIOR		
Front Door	Good	
Locks: Keypad Deadbolt, Handle, Lockbox	Excellent	
Electronic FOBs: (2)	Good	
Metal security door keys (2)	Good	
Doorstop	Good	
Lanai Windows: Sliding Door and Jalousies	Good	
Lanai furniture	Good	
Lanai: Rack, Broom, Dustpan & Brush, Mop, Squeegee, 5 Gallon AC drip pail	Good	

LIVING ROOM		
Baseboard	Excellent. Mauka wall	
Ceiling/Walls	Good	
Wardrobe	Good	
Doors/Woodwork	Good	
Flooring: Limestone Travertine	Excellent	
Lights/Switches/Outlets	Good	
Phone jack/cable	Good	
Window coverings: Black out and sheer drapes	Excellent	
Bed Full/Double size with headboard	Good	
Sheet set top and fitted (2): 1 on bed, 1 in cabinet	Good	
Pillow cases 12: 6 on pillows, 6 in cabinet	Good	
Bed pads (3): 1 on bed, 1 on sofa, 1 in cabinet	Good	
Comforter (2): 1 on bed, 1 in cabinet	Good	
Pillow shams (2)	Good	
Pillows (4)	Good	
Night stand	Good	
Lamps: 2 freestanding, 1 table top, 1 wall mounted	Good	
Luggage rack	Excellent	
Drop leaf table & 4 chairs	Good	
TV, Cable Box and 2 x remotes	Good	
Window AC and remote	Good	
Framed Mirror	Good	
Framed Artwork	Good	
Outrigger Paddle	Excellent	
Sofa sleeper & bedpad	Good	
Silk Banana Tree	Good	

KITCHEN		
Cabinets	Excellent	
Ceiling/Walls	Good	
Countertop	Good	

Property Condition Form

Flooring	Excellent	
Cook top	Excellent	
Oven Vent a Hood	Excellent	
Sink/Faucet	Excellent	
Disposal	Excellent	
Refrigerator, Ice Trays	Excellent	
Stainless cookware set 13 piece	Excellent	
Cooking Utensils 6 piece	Excellent	
Rice cooker	Excellent	
Toaster	Excellent	
Blender	Excellent	
Coffee Maker	Excellent	
Electric Kettle	Excellent	
porcelain dinnerware set 20 piece	Excellent	
Flatware	Good	
Iron, Ironing Board	Excellent	
Lights/Switches/Outlets	Good	
Dish Towel	Good	

BATHROOM		
Baseboard: on Mauka wall and tub	Excellent	
Ceiling/Walls	Fair	
Doors/Woodwork	Good	
Exhaust Fan	Good	
Flooring: Travertine Limestone	Excellent	
Lights/Switches/Outlets	Good	
Mirror	Good	
Shower Curtain or Enclosure	Good	
Sink/Vanity/Faucet	Good	
Stopper, Drain Screen	Good	
Toilet	Good	
Towel Racks/hooks	Good	
Tub/Shower/Drain	Good	
Shower head hand held	Excellent	
Bath towels (4): 2 hung, 2 in cabinet	Good	
Face Towels (4): 2 hung, 2 in cabinet	Good	
Wash rags (4): 2 in bath, 2 in cabinet	Good	
Hair dryer	Good	
Sophit light	Good	
Pendant light	Good	

SAFETY DETECTION DEVICES		
Smoke / Heat / Carbon Monoxide Detector	Good	
Sprinklers	Good	

Mauka = Mountainside

Makai = Oceanside

Property Condition Form

Diamond Head = Diamond Head side

Ewa = Ewa side

VACATING INSTRUCTIONS

This is to help clarify what is required when you vacate your unit. **Please read it carefully.**

INSPECTION: We go over every surface with soap, water and towels. If soil comes up on our towel we know it hasn't been restored to the same clean condition it was delivered. The tub must drain as fast as it can be filled, otherwise there is buildup most likely with sand. We inspect furnishings for damage or missing items. Any repairs or replacements required will be offset against the deposit including rent during the time it takes to effect necessary repairs or replacements.

KEYS: When the property is vacant return all keys and cards. Failure to return the keys will result in our re-keying the locks and replacing the keys all at your expense.

The following suggestions should help you understand what is required at your checkout, but it is not to be considered a complete list.

Avoid :

- Incurring a drain snaking fee. Remove all sand before returning to the unit. Shower off at the beach or on the 6th floor. Do not put coffee grounds, banana peels, peach pits or other objects down drains. Use liquid body soap in the tub/shower instead of bar soap.
- Writing on furniture with ball point pens. Don't sit down on the couch on top of a ball point pen.
- Rolling dirty suitcase wheels over the floor so you don't have to remove black marks.
- Putting dirty suitcases will leave marks on the furniture. Use the luggage rack for your suitcase, not the couch or bed.
- Tracking soil onto the floor with shoes. Remove your shoes before coming inside the apartment.
- Over cooking and spillage on the cook top or oven. Baked on food, liquid and odor can be hard to remove.
- Improper use of the fold out sofa sleeper, coffee maker, blender, hot water pot, iron, ironing board. A typical problem is guest will jump on the fold out sofa sleeper or otherwise bend the frame. Please open and close it carefully. Don't jump, bounce or stand on the sofa sleeper.
- Leaving the door unlocked. Never disable the automatic locking function on the turn handle lock. Always lock the deadbolt when you leave the condo.
- Don't use caustic or abrasive cleaners, Scotch Brite, steel wool, gritty compounds or nylon brushes. They can dissolve and scratch finishes.
- Unplugging or turning off Refrigerator, Cable TV box, router or Nexia Home Intelligence box

GENERAL CLEANING

All walls, doors, mirrors, жалousies, cabinets, shelves, floor, baseboards, woodwork, light switches, knobs, tub, shower, sinks, toilet, faucets, furniture, furnishings and faceplates, are to be cleaned of smudges, fingerprints, water deposits, dust, lint and scuffmarks.

THE BED, SHEETS AND TOWELS. Make the bed as you found it, tightly stretch the sheets to minimize wrinkles. Review the online photos for reference of what the bed or towels looked like when you

checked in. Do not sleep on top of the comforter after you've made the bed otherwise you'll incur a laundry charge as we will have to re-wash and remake the bed so it doesn't look slept in with heavy wrinkles. Sheets and Towels can be washed on the 6th floor in the Laundromat. The cleaning estimate only includes one set of Sheets and Towels. If you leave the 2nd set soiled also, there is an additional 2nd set cleaning fee of \$25.

We suggest

- Mop or wipe the floor and Lanai, then sweep it, including under furniture.
- Wiping all accessible glass with Windex, paper towels or squeegee
- Scrub tub, shower, sinks, counter tops and refrigerator with sponge, paper towel and Clorox
- Clean all cookware and tableware with a sponge and dishwashing liquid. Wipe cookware dry to avoid leaving water spots.
- Don't make or leave streaks, gouges, scratches or water/soap deposits when cleaning.

SOAP, SPONGES, WASH CLOTHS. Although we do not guarantee you'll find these items in the unit, they may be present including hand soap, dish soap, Windex and Clorox. You will need to purchase your own laundry detergent and spend your own funds to wash towels and sheets.

TOILET PAPER, PAPER TOWELS. We provide one roll each as a starter. You can purchase additional rolls from the convenience store. If you don't replace the rolls upon departure, those will be charged in addition to the cleaning fee.

Inventory

Supplies: 1 roll paper towels, 1 roll toilet paper (no soap included however if you find hand soap, dish soap, Windex or Clorox, consider them a gift)

Long broom, hand broom, dustpan, mop, squeegee

Cable Router, Nexia Router, RJ45 Ethernet Cable, USB Cable

Cable TV box

Sink & Garbage disposal

Bed: double/full = 54 in x 75 in or 137 cm x 191 cm

Towels & Linens

(1 – 2 guests): 2 full size bath towels, 2 hand towels, 2 wash rags, 1 dish towel , 1 bed pad, 1 fitted sheet, 1 top sheet, 1 comforter, 2 pillows, 4 pillow cases

(3 - 4 guests): 4 full size bath towels, 4 hand towels, 4 wash rags, 2 dish towel s, 2 bed pads, 2 fitted sheets, 2 top sheets, 2 comforters, 4 pillows, 8 pillow cases

Night stand, lamp, alarm clock radio, Cable Router, Nexia Router, RJ45 Ethernet Cable, USB Cable

3 x Remotes: Air Conditioner, TV, Cable TV Box



Sony Bravia TV KDL-40S2010

40 inch flat screen TV

Operating instructions

<http://hawaiihome.cc/listings/islandcolony/2206/tv.pdf>

Manual controls are located on the top edge of the TV.

Only press the on/off and volume controls – do not change the channel.

TV Remote Operating instructions

<http://hawaiihome.cc/listings/islandcolony/2206/remote.pdf>

Only use it for the on/off and volume controls – do not change the channel.

Brand code 001 can be used if it needs to be re-setup

Cable Box. Please leave it turned on.

Cable Box Remote. Point it directly at the Cable Box.



Natuzzi, Italian Leather Sofa Sleeper Bed
Operating Instructions (page 34 or see additional image below)
<http://hawaiihome.cc/listings/islandcolony/2206/sofaBed.pdf>

Do not jump on or bend the bed frame.



Air Conditioner Sharp ASF-125RX
1,200 BTU (400 BTU excess capacity for 300 sf Interior space)
Care, Safety and Use Instructions
<http://hawaiihome.cc/listings/islandcolony/2206/airConditioner.pdf>

Air Conditioner Remote



5 gallon bucket. If excess water builds up in the bottom tray of the Air Conditioner unit it will drain outside through a grooved channel in the tray. Keep the orange bucket underneath and empty it in the tub before it gets too full.



General Electric PVM1790SRSS
1.7 Cubic Foot Stainless Microwave Convection Oven
Care, Safety and Operating Instructions
<http://hawaiihome.cc/listings/islandcolony/2206/oven.pdf>

Do not operate the oven in microwave mode without the turntable and turntable support in place.



Use shelves when baking or roasting.
Remove shelves before microwave cooking.



Summit CR424
Smooth 4 burner Cooktop
Care, Safety and Operating instructions
<http://hawaiihome.cc/listings/islandcolony/2206/cooktop.pdf>

Make sure the cooktop surface has completely cooled down before cleaning

Wipe the cooktop surface using a paper towel and a glass cooktop cleaning solution, such as Weiman® Glass Cook Top Daily Cleaner

For tougher spills and stains, apply a stronger solution (such as Weiman® Glass Cook Top Heavy Duty Cleaner & Polish) to the soiled area, rubbing it into the residue until the stain is completely removed from the surface

After cleaning, always buff the surface with a paper towel or soft cloth to give the cooktop an attractive shine.



Whirlpool 10 cubic foot Refrigerator Freezer
<http://hawaiihome.cc/listings/islandcolony/2206/refrigerator.pdf>



13 piece stainless cookware set



20 piece porcelain dinnerware set



Rice cooker



Oster Toaster



Mr. Coffee 12 cup programmable coffee maker
<http://hawaiihome.cc/listings/islandcolony/2206/coffeeMaker.pdf>



Hamilton Beach Electric Kettle
<http://hawaiihome.cc/listings/islandcolony/2206/waterPot.pdf>



Oster Die Cast Blender
<http://hawaiihome.cc/listings/islandcolony/2206/blender.pdf>



Polder Deluxe Iron Stand



Cooking utensils including:
Cutting board
Measuring cup
Measuring spoons
2 x Cooking knife
Corkscrew



Iron



Hair Dryer



Wardrobe. Full height dressing mirror door, interior shelves, drawer, hangar bar.



Luggage Rack



Waterpik handheld shower head



Water Ridge Pull Out Kitchen Faucet



Black out drapes and sheer curtains



Master Lock Box
Schlage BE369 Keypad Deadbolt Nexia enabled
Schlage FE599 Keypad Lever



Smoke detector

2 x Free standing brushed metal lamps



Wicker love seat seat cushion



Wicker coffee table



Drop leaf dining table set with 4 chairs
Hardwood

