

HAWAII LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is entered into on the _____ day of _____, 20____, by and between:

LANDLORD:

Mailing Address: _____

(hereinafter referred to as the "Landlord")

AND

TENANT(S):

(hereinafter referred to collectively as the "Tenant")

I. PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the

real property and improvements located at:

Address: _____

City: _____ State: Hawaii Zip Code:

(hereinafter referred to as the "Premises").

II. TERM OF LEASE

The term of this Agreement shall be (check one):

FIXED TERM: Beginning on the ____ day of _____, 20____ and ending on the ____ day of _____, 20____. Upon the expiration of this term, this Agreement shall automatically convert to a month-to-month tenancy unless either party gives written notice of termination at least _____ days prior to the expiration date.

MONTH-TO-MONTH: Beginning on the ____ day of _____, 20____ and continuing on a month-to-month basis. This tenancy may be terminated by the Landlord giving at least forty-five (45) days' written notice, or by the Tenant giving at least twenty-eight (28) days' written notice, pursuant to Hawaii Revised Statutes (HRS) Section 521-71.

III. RENT AND GENERAL EXCISE TAX

The Tenant agrees to pay the Landlord rent in the amount of \$ _____ per month.

General Excise Tax (GET):

The monthly rent amount INCLUDES Hawaii General Excise Tax.

The monthly rent amount EXCLUDES Hawaii General Excise Tax. Tenant shall pay an

additional \$ _____ per month for GET.

Total Monthly Payment: \$ _____ .

Rent is due on the _____ day of each month.

Rent shall be paid by:

Check Cash Money Order Electronic Transfer (ACH/Venmo/Zelle)

Payment instructions:

IV. SECURITY DEPOSIT

Pursuant to HRS Section 521-44(b), the Tenant shall deposit with the Landlord the sum of \$ _____ as a security deposit. This amount shall not exceed one month's rent.

The Landlord shall return the security deposit to the Tenant within fourteen (14) days after the termination of the rental agreement, less any deductions for:

1. Failure to pay rent due;
2. Failure to return keys;
3. Cleaning costs to restore the Premises to its condition at the start of the tenancy; and
4. Damages to the Premises beyond normal wear and tear.

If the Landlord retains any portion of the security deposit, the Landlord shall provide the Tenant with a written notice particularizing the deductions and evidence of the costs regarding the retention of the security deposit.

V. INVENTORY AND CONDITION OF PREMISES

Pursuant to HRS Section 521-42, prior to the Tenant moving in, the Landlord and Tenant shall conduct a joint inventory and inspection of the Premises. A written inventory and condition report detailing the condition of the Premises and any furnishings or appliances provided shall be signed by both parties.

The Tenant acknowledges that, except as set forth in the inventory report, the Premises are in good order and repair.

VI. UTILITIES AND SERVICES

The responsibility for payment of utilities and services shall be as follows:

Electricity:

Landlord Tenant

Water/Sewer:

Landlord Tenant

Gas:

Landlord Tenant

Trash Collection:

Landlord Tenant

Cable/Internet:

Landlord Tenant

Landscaping/Yard Maintenance:

Landlord Tenant

Other (_____):

Landlord Tenant

VII. OCCUPANTS AND GUESTS

The Premises shall be occupied only by the Tenant(s) listed above and the following individuals:

Guests may stay on the Premises for a maximum of _____ days in a six-month period. Any guest staying longer than this period requires the Landlord's written consent.

VIII. USE OF PREMISES

The Premises shall be used exclusively as a private residential dwelling. The Tenant shall not use the Premises for any illegal or unlawful purpose. The Tenant agrees to comply with all laws, ordinances, and rules affecting the Premises, including any Condominium or Homeowner Association rules if applicable.

IX. MAINTENANCE AND REPAIRS

Tenant's Obligations (HRS Section 521-51):

The Tenant shall:

1. Keep the Premises clean and sanitary;
2. Dispose of all rubbish, garbage, and waste in a clean and sanitary manner;
3. Keep all plumbing fixtures clean;
4. Use all electrical, plumbing, sanitary, heating, ventilating, and other facilities in a reasonable manner;
5. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises; and
6. Conduct themselves and require other persons on the Premises to conduct themselves in a manner that will not disturb the neighbors' peaceful enjoyment.

Landlord's Obligations (HRS Section 521-42):

The Landlord shall maintain the Premises in a habitable condition and comply with all applicable building and housing codes materially affecting health and safety.

X. RIGHT OF ENTRY

Pursuant to HRS Section 521-53, the Landlord shall not abuse the right of access or use it to harass the Tenant. The Landlord shall give the Tenant at least two (2) days' notice of the Landlord's intent to enter and shall enter only during reasonable hours, except in case of emergency, where no notice is required.

XI. ABSENCE AND ABANDONMENT

If the Tenant is absent from the Premises for a continuous period of five (5) days or more, the Tenant shall notify the Landlord. If the Tenant is absent for a continuous period of twenty (20) days or more without written notice to the Landlord, and the rent is unpaid, the Tenant shall be deemed to have wrongfully quit the Premises (HRS Section 521-70).

XII. REQUIRED DISCLOSURES

A. Landlord/Agent Disclosure (HRS Section 521-43):

The following person is authorized to manage the Premises and/or act on behalf of the owner for the purpose of service of process and receiving notices and demands:

Name: _____

Address: _____

Island of: _____

B. Lead-Based Paint Disclosure:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards.

Check one:

- The Premises was built prior to 1978. A Lead-Based Paint Disclosure form is attached.
- The Premises was built in 1978 or later.

XIII. PETS

No pets are allowed on the Premises.

Pets are allowed subject to the following restrictions:

Type/Breed: _____ Weight Limit:

_____ lbs

Pet Deposit (if applicable): \$ _____

XIV. DEFAULT

If the Tenant fails to pay rent when due, the Landlord may provide a written notice demanding

payment within five (5) business days. If the rent is not paid within that time, the Landlord may terminate this Agreement pursuant to HRS Section 521-68.

If the Tenant fails to comply with any other material term of this Agreement, the Landlord may deliver a written notice specifying the breach and requiring it to be remedied within ten (10) days. If the breach is not remedied, the Landlord may terminate this Agreement pursuant to HRS Section 521-69.

XV. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii, specifically the Residential Landlord-Tenant Code (Chapter 521, Hawaii Revised Statutes).

XVI. ADDITIONAL TERMS AND CONDITIONS

The following additional terms apply to this Agreement:

XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, or representations. This Agreement may only be modified in writing and signed by both parties.

SIGNATURES

LANDLORD:

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT(S):

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

*

NOTARY ACKNOWLEDGMENT

State of Hawaii

County of _____

On this _____ day of _____, 20____, before me personally appeared
_____ **(name of person(s)), to me known to be the**
person(s) described in and who executed the foregoing instrument and acknowledged that
he/she/they executed the same as his/her/their free act and deed.

Signature of Notary Public: _____

Print Name: _____

My Commission Expires: _____ day of _____, 20____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT**

(Required by Hawaii Administrative Rules § 5-11-8)

Document Description: Residential Lease Agreement

Document Date: _____ day of _____, 20____

Number of Pages: _____

Jurisdiction (Circuit): _____ Circuit

Signature of Notary Public: _____

Date: _____ day of _____, 20____