



RENTAL AGREEMENT
Hawaii Association of REALTORS® Standard Form
Revised 7/13 For Release 11/13



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Reviewed by: Walter W. Flood, REALTOR/PB Signature Walt Flood Realty
 Name of Principal Broker/Broker-in-Charge 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 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. AT#301
Property Reference or Address: 419A Atkinson Dr. #301, Honolulu, HI 96814

DESCRIPTION: 2-bedrooms, 1-bath, partly furnished, with appliances. 1 parking stall.

2. TENANTS:	Name (print)	Phone	E-Mail

Preferred Mailing Address: 419A Atkinson Dr. #301, Honolulu, HI 96814

3. **RENT:** The rent is \$ 1,921.47 (U.S. Funds) per [] Month or [] Week or [] Day, PAYABLE IN ADVANCE, without notice, demand, or deduction. Payment is due by 5:00 [] am [] pm on the first day of each [] Month or [] Week, BEGINNING ON _____ (date). TENANT must pay to LANDLORD, Walt Flood Realty, Walter W. Flood, REALTOR (R) at this address: 2092 Kuhio Ave #1903, Honolulu, HI 96815-2134. 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 \$ 50.00 for each rental payment LANDLORD does not receive by [] date payment is due OR [] a grace period of 3 day(s) after payment is due. In addition, interest at 12.000 % 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 \$ 1,921.47 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; provided further that any such additional pet security deposit shall not be required for (i) any tenant who does not have a pet animal that resides on the premises or Unit, or (ii) for an assistance animal that is a reasonable accommodation for a tenant with a disability under Section 515-3 of the Hawaii Revised Statutes. 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 Walt Flood Realty.

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

X _____
 TENANT'S INITIALS & DATE

X _____
 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:

- Cesspool/Septic pumping Internet Sewer TV cable (additional)
- Electricity Pool Service Telephone Water
- Gas Refuse TV cable (basic) Yard Service
- 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:
<u>Apr. door</u>	<u>2</u>	<u>Building FOBS</u>	<u>2</u>
<u>Mailbox</u>	<u>1</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

1. Rental Agreement Addendum 2. One Parking stall is available at \$85.00 per month on a 12 month lease. 3. There is no smoking allowed in the apartment and/or on the walkway.

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

- Fair Housing Information Other: _____
- 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: _____
- Renewable Energy Act Addendum 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:

N/A

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.

X _____
TENANT'S INITIALS & DATE

X _____
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 AAOs. 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.

X

TENANT'S INITIALS & DATE

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X

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.

X

TENANT'S INITIALS & DATE

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X

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:

_____ X	_____	_____
Date	Signature	Name (print or type)
_____ X	_____	_____
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: Walter W. Flood, REALTOR is a [] Licensed Brokerage [] Unlicensed Agent

<u>02/28/2014</u>	X	_____	<u>Walter W. Flood, REALTOR (R)</u>
Date		Signature	Name (print or type)

		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 2092 Kuhio Ave. #1903, Honolulu, HI 96815
 Telephone _____ Emergency Phone # 808-783-7684 E-Mail WaltFlood@gmail.com

RECEIPT: The sum of \$ _____ in the form of _____ has been received from TENANT, and is to be applied as follows:
Rent, tax, security deposit, move-in fee and cleaning deposit.
 Date: _____ Received by: Walt Flood Realty, Walter W. Flood, REALTOR (R)

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).