

RENTAL AGREEMENT ADDENDUM

ADDENDUM TO RENTAL AGREEMENT DATED: _____

PREMISES: Atkinson Towers, Apartment #_____, 419A Atkinson Drive, Honolulu, HI 96814 (partly furnished, co-op apartment). Tenants: _____

THE UNDERSIGNED AGREE TO THE FOLLOWING TERMS and CONDITIONS:

1. It is understood, acknowledged and agreed that Tenant(s) is/are responsible and obligated to pay the rent and other charges on this month-to-month rental agreement. In the event the rental agreement is broken or terminated prior to the end of any month, by abandonment or for any other reason, tenant(s) continue to be financially liable for the rent and charges until the apartment has been re-leased/rented, but not for than 30 days, whichever happens first.

1a. Additionally, Tenant(s) will be responsible for the cost of advertising necessary to locate another Tenant, and a breakage-of-lease penalty equal to 50% of one month's rent in additional to all other amounts due.

Note: It is acknowledged and agreed that the Tenant will pay the last month's rent, in full, before, or by the first (1st) day of the last month. The Tenant understands that the Security/Damage/Inventory Deposit cannot be used for the last month's rent.

In the event the last month's rent is not received by the first (1st) day of the last month, the Tenant will be in breach of the lease, and a "Five Day Notice to Pay Rent or Quit" letter will be delivered to the Tenant. Consequently, the terms and conditions of Paragraph 1. and 1a. could be invoked.

2. Tenant will restore premises to same condition as when received and will be present for check-out condition report and inventory inspection. All appliances to be in their original position. Tenant agrees not to change/install locks without permission from the agent or owner.

3. Tenant agrees to clean the apartment prior to vacating. Tenant agrees to have the carpets and floors cleaned, each and every six (6) months and prior to vacating – at Tenant's sole expense.

4. Tenant is responsible for replacing burnt out light bulbs and replacing the smoke alarm battery.

5. Tenant is aware that Pets, including dogs and/or cats, are NOT allowed at any time, even to visit. Violation of this provision may result in the immediate cancellation of the Rental Agreement, forfeiture of the security deposit, invoking the terms and conditions of Paragraph 1. and 1a. and the Tenant will additionally be required to pay for damages, flea infestation treatment and/or other charges. Note: Exception for Guide Dogs.

6. Tenant agrees that if the apartment is on the market "For Sale" or "For Rent" to allow the Agent and/or other real estate brokers to show the premises to prospective Buyers or Tenants and to hold an "Open House" at various times. It is understand that "showings" to new prospective Tenants will become more frequent as this Rental Agreement approaches its termination date. Agent will make every reasonable effort to call the Tenant prior to showing the apartment and give forty eight (48) hours notice.

7. Tenant is aware that should his/her personal or business check does not clear the bank for payment; Tenant will be charged \$25.00 service fee. Furthermore, if the rent is then late, the service charge, late fee(s) and rent must be paid in CASH or by cashiers check.

Agent: _____ Date: _____ Tenant: _____ Date: _____ Tenant: _____ Date: _____

8. Tenant may have occasional guests, but guests are NOT permitted to stay in the apartment for more than five (5) nights without prior permission from the Agent and it is understood that additional rent may be charged for extended guest(s) visits.

9. Tenant understands that this Rental Agreement is NOT assignable or assumable and the Tenant may NOT sub-lease the premises without the prior written approval of the Agent. Furthermore, if one of the Tenants wishes to be replaced or substituted on the Rental Agreement there will be a non-refundable \$100.00 service charge to run a credit check and prepare new rental lease documents on each prospective new Tenant.

10. Tenant agrees to notify the Agent of any necessary repairs, or malfunctioning of appliances, or any electrical or plumbing problems as soon as possible. It is understood that if any of the appliances (disposal, washer/dryer, etc.) plumbing or electrical problems are the result of the Tenant’s negligence or carelessness or misuse, then the cost of repairs or replacement will be the responsibility and liability of the Tenant.

11. Tenant understands that an initial Apartment Condition Report has to be completed prior to taking occupancy of the unit, and upon vacating the unit.

12. Tenant(s) agree to read and obey the Association House Rules and Regulations. If the Atkinson Towers Resident Manager cites the Tenant(s) for violation(s) of the House Rules, it may be grounds to terminate the Rental Agreement and invoke the terms and conditions of Paragraph 1. and 1a.

13. Drug Clause: Tenant(s)/Guests understand and acknowledge that the possession, use, sale or distribution of controlled substances (DRUGS), with the exception of medication for personal use under a doctor’s prescription, is a breach of this Rental Agreement (Lease) and grounds for immediate termination of the occupancy, forfeiture of all deposits, prepaid rents and charges, and probable cause to invoke the terms and conditions of Paragraph 1. and 1a.

Note: The Agent/Owner will cooperate with all city, state, and federal agencies.

14. Tenant is responsible for insuring your own personal property (fire, theft, water damage, etc.) and providing liability coverage for your own negligence (Policy Type HO-4), as the property Owner’s insurance does not cover the Tenants’ personal property and/or negligence.

CONFLICT WITH OTHER LAWS: If it is found that any part of this Addendum or its terms and conditions conflict with Federal, State or County laws governing Landlord – Tenant relations, public health and safety, etc., then those laws will take precedence. However, all parts of the Addendum, which are NOT in conflict, will still be valid and enforceable.

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By: _____
Agent Date Tenant Date

Tenant Date