

Rental Agreement

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.

WE, OUR AND US mean LANDLORD. LANDLORD means the owner or their agent. YOU and YOUR means everyone listed as a TENANT. DWELLING UNIT and UNIT means the place you are 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.

1) DATE: _____ File No. Paul Say Home

Property Reference: 4465 A Aku Road Hanalei HI 96714

DESCRIPITON: THREE BEDROOM, FAMILY ROOM, 2.5 BATH, ATTACHED CARPORT

2) TENANT(S): Name (print)

_____ "Scott" and Anna Marie Goold

ADDRESS: 4465 Aku Road Hanalei Kaua'i HI 96714

Owner Contact: Paul Say (808) 635-9824 P.O. Box 181 Hanalei HI 96714

Manager Contact: Joanne Streeter (808) 635-1852

Manager acts with and on behalf of Owner as stated on this agreement.

- 3) ALL TENANTS RESPONSIBLE: By signing this Rental Agreement, each of you agrees to pay the rent in full and to comply with its terms. Each TENANT is also responsible for other Tenant(s) and Guests and must make sure they comply with the terms of this Agreement.
- 4) SUBLEASING OR ADDITIONAL TENANTS: Additional tenants/room-mates: subleasing will be allowed, limited to 2 (two) room-mates, with the Prior Written Consent of LANDLORD and Head of Household of this contract.
- 5) OCCUPANCY: This Rental Agreement will begin on September 14, 2014

And will be a: (Check all that apply)

(X) Fixed Rental Agreement which, unless otherwise agreed to in writing, will begin and end on: 9/14/2014 through 3/31/2015.

(X) Rental Extension: This Fixed Rental Agreement will automatically convert to Month-to-Month Agreement, unless you receive written notice from Landlord thirty (30) days prior to the end of the Lease, which at that time a longer fixed rental agreement may be considered and implemented.

() Month-to-Month Rental Agreement. If you are on a Month-to-Month Rental Agreement, you must give written notice at least twenty-eight (28) days in advance to terminate and you must pay rent for the twenty-eight (28) days. We must give you written notice at least forty-five (45) days in advance to terminate. You may move at any time during the last forty-five (45) days and shall notify us of your vacate date and pay a prorated rent for the time you occupy the unit. If the unit is to be torn down, converted to a condominium, or changed to a vacation rental, we must give you written notice at least one hundred twenty (120) days in advance to terminate. You may move at any time during the last one hundred twenty (120) days and shall notify us of your vacate date and pay a prorated rent for the time you occupy the unit.

(X) Other: Violation of this Rental Agreement terminates Rental Agreement and Tenant shall Remove themselves off Property within 28 days.

Your Rental Agreement may be ended earlier if you do not pay the rent and/or comply with this Agreement. If, after this Rental Agreement is terminated, you stay in the unit without our Written Consent, you may be a HOLDOVER TENANT liable for double rent and other penalties.

6) RENT: The Rent is \$2200.00 (U.S. Funds) per MONTH Payable in Advance without notice, demand or deduction.

Payment in full is Due on the 1st day of each month BEGINNING on _____
October 1, 2014

For September 14-30, 2014, Payment for rent is \$1247.00

You must pay to LANDLORD, PAUL SAY
at this address: P.O. Box 181 Hanalei HI 96714

We will give you a receipt for rents paid in cash, and upon request, for rents paid by checks.

TENANTS INITIAL AND DATE

LANDLORD'S INITIAL AND DATE

- 7) LATE FEES AND OTHER CHARGES: You must pay a late fee of \$ 100.00 for each payment we do not receive by Noon () AM (X) PM of the 5th day after payment is due. Interest at 12% per year will be charged on all rent and other sums you do not pay to us on time.
- 8) SECURITY DEPOSIT: You must pay \$2000.00 in ADVANCE as a security deposit. By law, this deposit may not be more than one month's rent; we may not receive more than the security deposit and the first month's rent. YOU MAY NOT USE THIS DEPOSIT AS YOUR LAST MONTH'S RENT.
- 9) Any interest earned on the security deposit shall be paid to: Paul Say
- 10) UTILITIES AND SERVICES: If they are check, you must take care of and/or arrange and pay for the following items from the date your occupancy starts until it ends:
- | | | | |
|----------------------|------------------|-----------------------|--------------|
| () cesspool pumping | () pool service | (X) telephone (basic) | () tv cable |
| (X) electricity | () refuse | () wifi/internet | () water |
| (X) gas | ()sewer | ()yard service | |
| () other: _____ | | | |

- 11) KEYS AND LOCKS: We are giving you the keys listed below. You may not have additional keys made or locks changed or added, unless you have our written permission in advance.

Item:	Number given to you:
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Keys	
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- 12) SPECIAL TERMS: You and we agree that (Please Number)
1. Tenant shall maintain the immediate area surrounding home and free yard from any storage item, including recreational or business boats.
 2. Tenant must maintain home and property in sanitary condition for health and safety.
 3. No planting of any vegetation outside of pre-destined garden area.
 4. No alteration or addition to home or surrounding area without consent of Landlord.
 5. No subleasing, subletting or storage of items other than the Tenants as signed on this rental contract, unless approved by Landlord.
 6. Tenant agrees to maintain driveway and keep clear access at all times.
 7. Tenant agrees to notify landlord and/or manager of any extended absence.
 8. Tenant understands that any damage to the home will be repaired prior to turning the home back to the Landlord.
 9. Tenant agrees Payment of deposit and rent is payable to LANDLORD as stated in this agreement.

- 13) ADDENDA: The following, if checked, are attached to and made a part of this Rental Contract Agreement:

(X) Property Condition Form	() Pet Addendum
(X) Vacating Instructions	() Other

TENANT'S INITIAL AND DATE

LANDLORD'S INITIAL AND DATE

ACCEPTANCE OF RENTAL AGREEMENT:

Tenant Signature:

Date

Signature

Tenant Name (print)

Mailing Address & Phone Number of Head of Household

Landlord Signature and Information:

Landlord (Owner or Owner's agent) must reside on the island where the Unit is located.

Date

Signature

Landlord/Owner Name (print)

Address: P.O. Box 181 Hanalei HI 96714

Telephone: Landlord/Owner 808-635-9824

HOUSE RULES

TENANT(S) AGREE TO:

- 1) Maintain Home and property in Sanitary Condition.
- 2) Due to space constriction, each tenant is allowed ONE Vehicle to be parked on property.
Parking is to be managed so that all residents on property are able to drive in and out freely.
- 3) Tenant(s) must remain cognizant that this home is in residential area.
- 4) Landlord agree's to maintain yard surrounding the home.
- 5) Tenant(s) agree to take rubbish can's to curb every Wednesday evening.
- 6) Tenant(s) agree to make written notice to Manager and/or Owner of any repairs or maintenance that needs attention and to arrange time for repair/maintenance to happen.
- 7) No Pets without prior approval of Landlord.
- 8) Tenant(s) agree to keep Landlord/Manager updated of mailing address and phone number(s).
- 9) Tenant(s) agree to use home and property only for residential purposes.
- 10) No Violence or illegal activities.
- 11) No hazardous materials.
- 12) Should there arise a need for mediation, Landlord, Manager and Tenant shall use the services of professional Mediator. (such as KEO)

TENANT'S INITIAL AND DATE

LANDLORD'S INITIAL AND DATE