

Young Hawaii Homes, Inc.
ADDENDUM #1

1. **AGENT:** Young Hawaii Homes, Inc., a Real Estate Company, represents the owner and has a fiduciary responsibility to the owner only.
2. **OCCUPANTS:** The premises shall be occupied by only those tenants listed on the Rental Agreement. Occupancy by any other persons for more than 14 nights shall constitute a breach of the Rental Agreement, unless Agent's prior written consent is obtained, and a fine of up to \$50.00 per day may be imposed.
3. **JOINT AND SEVERAL LIABILITY:** Each tenant named on the Rental Agreement, whether or not in actual possession of the premises, is individually and severally liable for the entire rent. If one does not perform, the other(s) is/are liable for 100% of the rent. The tenants shall indemnify Owner and Owner's Agents for liability arising prior to the termination of the Rental Agreement for personal injuries or property damage caused or permitted by Tenants, their guests and invitees. This does not waive Owner or Owner's Agents "duty of care" to prevent personal injury or property damage where that duty is imposed by law. Violations of the Rental Agreement by any Tenant or their guest shall be considered a violation by all Tenants.
4. **TELEPHONE NUMBERS AND EMPLOYMENT:** Tenants shall provide Agent a home, business and cellular telephone number and email address within two weeks of occupancy. Tenants also shall notify Agent within 5 business days of any change in employment and/or changes in any telephone numbers. Tenant shall also provide information for an on island emergency contact and for a next-of-kin not residing with them.
5. **PAYMENT OF RENT:** Rents are due on the first day of the month. Third party checks will not be accepted. The tenants are responsible to ensure rents are **RECEIVED** by the management company on time. There are no exceptions for weekends, holidays or postal delays. Any payments received are first applied toward any late fees due, next to any outstanding amounts due, and then to the current rent. Late fees will be assessed to current rent if outstanding amounts are not paid when due or upon demand.
Mail rents to: **Young Hawaii Homes, Inc.**
2131 S. Beretania St., #204
Honolulu, HI 96826-1405
(808) 941-4016 (office) (808) 754-3635 (emergencies only)
www.younghawaiihomes.com
6. **LATE FEES:** Late fees are as stated in your lease and assessed monthly. Tenants shall notify Agent if rents will be late.
7. **BOUNCED CHECKS:** There is a \$30.00 service charge (subject to change) assessed to the tenants for each check returned by the bank, regardless of reason. In addition, the rent may be deemed to be late and the late fee will be charged. Agent may require that future rents be paid by certified/cashier's check, money order, or cash only.
8. **CONTACTING LANDLORD:** Please call **(808) 941-4016** or email us at **info@younghawaiihomes.com** for all repairs and questions, unless it is an emergency that cannot wait until the next business day. You can leave a message on the recorder and we will call you back as soon as possible. If you do not hear from us by the next business day, please call back. Call 911 for emergencies presenting immediate danger. Notify Landlord of emergency as soon as possible. Call (808) 754-3635 **ONLY** if there is an emergency.
9. **LOCKOUTS:** There is a \$75.00 charge (subject to change) should the tenants request the assistance of the Agent in the event the tenant locks him/herself out of the unit. Agent reserves the right not to provide this service during certain times including, but not limited to, nighttime hours and holidays. The tenants will be responsible for any costs related to hiring a locksmith and/or repairing any damages caused to re-enter the unit. Agent keeps extra keys for each property. During regular business hours, you may come and borrow the key, which needs to be returned to the office within 48 hours. If key(s) are not returned, Tenant will be charged fee for replacement keys and/or for rekeying locks.
10. **ABSENSES:** Tenant shall notify Landlord in writing of any extended vacations or absences from the Premises and the dates Tenant will be absent. Tenant shall request in writing the authorization for other persons to occupy the Premises while Tenant is absent.
11. **EMERGENCY ENTRY:** Agent may enter unit immediately, without notice, for emergencies including, but not limited to, water leaks, electrical problems or smell of gas. Tenants will be notified of the emergency as soon as possible.
12. **ENTRY AND INSPECTION:** Owner or Owner's Agents have the right to enter the Premises to make necessary repairs, alterations, to show to prospective tenants or owners and to inspect the premises with a 2 day notice. The

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Owners/Agents reserve the right to visit the property on a semi-annual basis (every six months) or annual (every twelve months) to determine any needed maintenance or review any issues related to the property and/or its tenants. Agent will notify the tenants in advance of the necessity to visit the property for this purpose. During the last thirty days of occupancy, the tenants shall allow Agents to show the property to prospective tenants. If Landlord is denied access, Tenant shall pay Landlord the sum of **\$50.00** (fifty dollars) as liquidated damages for each occurrence; it is acknowledged that Landlord shall be damaged by denial of access, that Landlord's actual damages are hard to estimate, and that this fee is a reasonable pre-estimate and not a penalty.

13. **BREACH OF CONTRACT:** In the event the tenants moves out without proper notice, or before the end of a fixed rental agreement, or is evicted due to a violation of the Rental Agreement, Tenants agree to reimburse Owner and/or Owner's Agents for all costs incurred as a result of the breach. These costs may include, but are not limited to, attorneys' fees, lost rents, advertising costs and other costs to re-rent the unit.
14. **CHANGE OF ROOMMATES:** If there is a change of roommates on this lease agreement, there will be a Roommate Adjustment Fee of **\$25.00** per roommate. Any new roommates must complete a Rental Application form and the income requirements for rental must still be met. Unless Landlord agrees otherwise in writing, any departing Tenant's interest in the security deposit will automatically transfer to the replacement or remaining Tenant(s). The departing Tenant will not be released from liability for the remaining term of this Rental Agreement unless Landlord agrees in writing. If the departing Tenant is not released, such Tenant's liability for future rents will be reduced by the amount of rent actually received from any replacements or remaining Tenants.
15. **LEASE TERMINATION FEE:** A termination fee of **\$200.00** will be charged to all Tenants who have not completed their full lease term, or who do not give proper twenty-eight (28) days written notice. This fee is in addition to all other fees described within the Rental Agreement and Addendum to include all lost rents. If Tenant supplies Landlord with a new qualified tenant to take over this rental agreement, there will be a Lease Take-over fee of **\$100.00**. All termination fees must be paid in full to the Landlord upon notice being given.
16. **LEASE VIOLATION NOTICE FEE:** A fee of **\$25.00** per incident will be charged to the Tenants for any lease violation notice that must be sent to Tenant. These include, but are not limited to, noise violations and late rent notices, and are in addition to any fines and/or late charges dues.
17. **VACATING:** Tenants shall give a 28-day written notice prior to vacating at the end of the fixed or a month-to-month lease. Tenant agrees to allow Landlord access to the Property for showings to prospective tenants.
18. **SECURITY DEPOSIT:** The entire security deposit will be held by the Landlord until the last remaining tenant(s) vacates. If only some of the tenants vacate, it is the responsibility of the remaining tenants to give the vacating tenant(s) their share of the security deposit. The security deposit, less any deductions, will be made payable to all tenants on the lease within fourteen (14) calendar days after termination of the Rental Agreement. Deductions include, but are not limited to, damage beyond normal wear and tear, unpaid rent or late fees, utility payments due, cleaning or removal of trash, replacement of burnt out light bulbs, pest control if pets were on the premises or roach/pest infestations are observed, key or other control replacement if not all keys and controls are returned, replacement of missing items and rent until the end of the lease or last day of the 28-day notice. No interest or income will be paid to Tenant on the security deposit. Any disputes concerning the security deposit must be in writing and mailed to Young Hawaii Homes, Inc.
19. **HOMEOWNER ASSOCIATIONS AND/OR HOUSE RULES:** Tenants are aware that the property, its occupants and guests must obey any Owners' Association restrictive covenants and/or house rules as part of this lease. Tenants shall inform Agent of all citations received. Tenants are liable for fines assessed by the governing associations due to tenants' non-compliance with the rules. Tenant shall register with Association (if applicable) within 3 days of occupying property. Tenants shall also arrange move-in and move-out times with the Association, if applicable, and are responsible for any related fees assessed by the Association.
20. **RECREATION FACILITIES:** If the housing is in an area that has recreation facilities, a letter will be provided, if needed, at check-in. The tenants are responsible for the cost of IDs. The card needs to be returned when leaving. There will be a \$25.00 charge (deducted from the deposit) if not returned. Use of the pools or other facilities is strictly at Tenant's own risk.
21. **PETS:** No pets or animals of any kind are allowed unless allowed by law and only with Agent's prior written approval. The tenants cannot "babysit" nor do any "caretaking" of any animal, bird or pets of any nature on the premises for any friend, relative or acquaintance at any time. There will be an initial fine of **\$500.00**, and **\$50.00 per day** thereafter per pet for each day Tenant violates the pet restriction. The pet must be removed immediately and the tenants will be responsible for any pet-related damages and professional flea treatments. If you are given Agent's prior written approval

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to have a pet or animal, the Pet Addendum is part of this lease, the Tenant must secure liability insurance naming Young Hawaii Homes, Inc. as “additional insured” and an additional pet deposit equal to one month’s rent must be paid.

22. **RENTER’S INSURANCE:** The Owner and Owner’s Agents **DO NOT** take any responsibility for any personal liability or personal property of the Tenants that is damaged, destroyed, or stolen. Tenant acknowledges and understands that neither the Landlord nor the Owner’s insurance company is liable for any of the Tenant’s personal property. The homeowners have their own insurance that covers the building only. It does NOT cover any loss of Tenant’s personal property. If there is a loss from theft, water damage, fire, or any other event, the homeowner’s policy will NOT cover the Tenant. If Tenants’ guest injures themselves due to Tenant’s negligence, the homeowner’s policy will NOT cover Tenant. If Tenants’ authorized pet injures their guest, Tenants are responsible for any liability, and their renter’s insurance should cover them.

Tenant is advised to extend their Insurance Policy to include coverage of Owner’s property in the event loss or damage to the Premises occurs due to Tenant’s or Tenant’s Guest’s negligence. Tenant is responsible for all damage and loss to the Premises including, but not limited to, cleanup, repairs, and replacement expenses to restore owner’s Property and Premises to its original condition, if the loss or damage to the Premises or the property is due to Tenant negligence or malfunction of Tenant’s property.

You may not realize how much you own and how much it would take to replace everything. Your clothing and furniture and electronics could be easily lost unexpectedly at great financial hardship to yourself. Fire, a plumbing leak, a windstorm, vandalism, falling objects, power surges are all unpredictable events and your renter’s insurance can help protect your personal belongings. Renter’s insurance can also cover you for additional living expenses should your home become uninhabitable because of an insured loss. Renter’s insurance is very affordable at under \$200 a year, depending on the amount of coverage. Speak to your insurance professional or ask us for a referral. Please provide the declaration page of the policy to us within 10 days of occupancy.

It is a requirement that the Tenants obtain a Renter’s insurance policy, naming Young Hawaii Homes, Inc. as “additional insured.” The tenant will secure a minimum liability coverage of \$300,000.00.

CHECK-IN

1. **UTILITIES:** Prior to check-in, it is your responsibility to connect utilities. Tenant is responsible for all connection fees, service fees, usage fees and any other costs and fees for all utilities for which they are responsible. Tenant will notify Agent immediately if electricity or water services are disconnected. *(phone #'s subject to change)*

Hawaiian Electric Co.	548-7311	heco.com
Board of Water Supply	748-5000	hbws.com
The Gas Co.	535-5933	hawaiiigas.com
Hawaiian Telcom (telephone)	643-3456	hawaiiantel.com

Information on trash, recyclables and bulk refuse pick-up: **www.opala.org**

2. **DAY OF CHECK-IN:** At least one of the tenants must be present for the check-in. After the inspection and receipt of the FULL rent and FULL security deposit, keys will be turned over to tenants.
3. **INVENTORY AND CONDITION REPORT:** The Agent will examine the premises including furnishings and appliances, if any, and prepare the report. Tenants have 14 days after check-in to note any discrepancies and notify Agent in writing.
4. **“AS IS” CONDITION:** Tenant understands that the premises are rented in an “As Is” condition, which means the condition the unit is in when tenant does the check-in with Agent, unless specified otherwise by Agent.
5. **SIGHT UNSEEN:** If any or all of the tenants declined to view the unit prior to signing the lease, they are still obligated to the Rental Agreement even if they elect not to take possession of the unit.
6. **POSSESSION:** If the Landlord is not able to deliver possession on the start date of the lease, they are not liable for any damages to Tenant thereby nor shall the Rental Agreement become void, but Tenant shall not be liable for rent until possession is delivered. It is understood that there may be a list of minor repairs that still have to be done, but these repairs shall not prevent tenant from moving in at the start date of the lease.

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MAINTENANCE OF UNIT

1. **CARE OF PREMISES:** Tenants will maintain premises in clean, sanitary and safe condition at all times. Failure to properly care for the premises will result in Agent hiring a cleaning service, and charging the tenants. Tenants are responsible for the proper disposal of trash, bulky items, recyclables and toxic wastes. For trash and bulky item pickup information, visit www.opala.org. **Visit our website for common maintenance issues and possible solutions.**
2. **USE OF PREMISES:** Premises shall be used as a residence only. Tenants shall **not** violate any governmental law in the use of the Premises, commit waste or nuisance, or annoy, molest or interfere with any other tenant or neighbor. Violations may result in the immediate termination of your lease.
 - **The tenants agree to provide a drug-free environment in and on the property.** Tenant, any member of the Tenant's household, or any guest of the Tenant shall not engage in criminal activity, including drug-related activity, on or near the Premises. Drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession of a controlled substance. Violations will result in the immediate termination of your lease.
 - If any utilities are supplied by the Owner, tenant agrees to conserve said utilities (water, gas and electric).
 - Tenants shall **not** hold loud parties or otherwise disturb the neighbors. Quiet hours commence at 10:00 pm and continue until 8:00 am.
 - **No smoking** inside unit or in common area hallways, walkways, elevators, stairways, lanais or as forbidden by law (including e-cigarettes).
 - **No** outside footwear is to be worn inside the unit.
 - Do **not** leave any appliances running unattended. Dishwashers must be used at least once a week.
 - **No** businesses of any kind shall be allowed to operate on the premises.
 - **No** major automotive repairs shall be made on the premises.
 - **No** wires, cables, aerials, lights tarps shall be installed on any part of the premises.
 - **No** waterbeds, trampolines, swing sets, spas, hot tubs, above ground pools, excessive exercise weights are allowed.
 - **No** air conditioner, satellite dishes or other machinery shall be installed without Agent's written consent.
 - **No** flammable material, explosives or other hazardous articles shall be stored on the premises.
 - The use of firearms in or around the Premises is strictly prohibited. Tenant will not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the Premises.
 - **No** exterior areas, including lanais, shall be used for storage, nor shall any exterior storage facilities be erected.
 - **No** basketball hoops, portable or otherwise, shall be allowed on the premises without Agent's written permission.
3. **ALTERATIONS:** Tenants shall **not** paint, wallpaper, add or change locks, or make any other alterations to the Premises without Agent's prior written consent.
4. **GUESTS:** Tenants are responsible for the conduct of their guests.
5. **REPAIRS:** Notify Agent for **all** repairs. Tenants will be charged for vendors not authorized by Agent. All plumbing, electrical, or maintenance problems not reported that cause secondary damages to the premises will be assessed in full to Tenants. Tenants agree to pay for such damages upon demand.
 - Tenants are responsible for the proper use and care of all appliances.
 - Tenants are responsible for damage done by rain or wind as a result of leaving windows or doors open.
 - Tenants are responsible for any broken or cracked glass unless a police report is provided to Agent detailing circumstances of breakage.
 - Tenants are responsible for costs and replacement of light bulbs (replace with correct size), air conditioning filters, and smoke alarm batteries.
 - Tenants will be responsible to pay for unnecessary workmen service calls, for service calls caused by Tenants negligence and for extra service calls as a result of failure to keep appointments with repairmen.
 - Moving damages will be repaired at Tenants expense.
6. **BREAK-INS:** Tenant shall provide Landlord with a copy of the police report. If they fail to do so, they will be responsible for the costs of any repairs to the Premises. Owner and Landlord are not liable to tenant for any losses or damages to tenant's personal property.
7. **MAINTENANCE AND PLUMBING INFORMATION:**
 - Notify your Agent if caulking of the tubs, showers, sinks or fixtures needs to be redone.
 - Tenants will be charged for any plumbing problems caused by them or their guests.
 - Tenants will be charged for stoppage due to hair clogs. It is recommended that you use hair traps in the bathroom sinks and tubs.

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- Stoppage/water damages caused by improper use of toilet (disposal of trash, diapers, feminine hygiene products, paper other than toilet tissue paper, etc.) will be assessed to tenants. Paper towels, napkins and other heavy paper may plug the toilet.
- **Toilets:** Many homes have low-flow toilets. We strongly recommend that you keep a plunger nearby. Tenants must be prepared to plunge the toilet to clear clogs and avoid damage from overflows. Do not use blue tablets in toilet.
- **Showers and Tubs:** Keep shower curtains or doors completely closed to prevent water damage to the flooring around the tub. Tenant should ensure that shower curtains are inside the tub when taking a shower. Use a bleach solution or product such as Tilex to remove mildew that forms around the edges of the shower, tub or anywhere there is moisture. Re-caulk the tub as needed, or notify Agent if this needs to be redone. Never use abrasive cleansers on tile, tub, sinks, countertops or fixtures as this will permanently scratch the surfaces.
- **Garbage disposal:** Minimize the use of your garbage disposal. Grinding meats and fatty foods contribute to blockages. Remove food waste from pans and dishes by scraping into the trash can or wiping before washing. Always run water while the disposal is operating and for 10-15 seconds after turning the disposal off.
- Do **not** drain grease and oil into the sink or garbage disposal. These harden and restrict the flow of water. Dispose of grease by pouring it into a disposable container filled with shredded paper or other absorbent material.
- Use paper towels or newspaper to wipe down greasy work areas and dispose of in the trash. Cloth towels accumulate grease and eventually end up in your drains when washed.
- **Dishwasher:** If the water gushes from your dishwasher air gap and the garbage disposal is empty, notify Agent. Your line may be clogged. Run dishwashers at least once a week to prevent seals from drying out.
- **Refrigerator:** Keep coils on refrigerators free of dust.
- **Stoves/Ovens:** Keep stoves and ovens clean and free of grease buildup. For **flat top stoves**, clean after use with hot soapy water and sponge or use polish made specifically for glass top stoves. Use scrapers designed for use on glass top stoves to remove excess food and grime. Do NOT clean surface of flat top stoves until hot surface light goes off.
- **Washer/Dryer:** Turn off washing machine faucet when not in use. The dryer lint catcher should be cleaned after each use. The dryer hose should also be cleared regularly to prevent fire.
- **Filters:** Clean or replace air conditioning filters monthly.
- **Light bulbs:** Replace all light bulbs, fluorescent tubes as needed with the same type and quality that were in the Property on check-in.
- **Batteries:** Replace batteries for smoke alarms yearly and batteries for garage door openers, ceiling fan and air conditioner remotes as needed.
- **Sliding glass doors:** Clean sliding door tracks regularly to prevent accumulating dirt and other material that can damage the wheels on the doors. Do not use oil or WD-40 to lubricate the slider doors or screens as this will just attract dirt and gum up the wheel mechanisms.
- **Blinds:** Spray blinds with a mild soap and water solution and wipe dry. Do not soak blinds. Weekly dusting or wiping can save a lot of work later. Adjust blinds to open position before sliding them up, down or sideways.
- **Ceiling fans:** Clean blades at least monthly to prevent accumulation of dust which will settle on the ceiling.
- **Floors:** Regularly clean and shampoo carpets as needed. Clean spills from laminate floors immediately and use protective pads under furniture to prevent gouges or scratches. Call if you are unsure of how to maintain flooring.

8. YARD MAINTENANCE:

Tenant is responsible for ALL yard care:

- Yard, including the area bordering the sidewalk, to be watered as needed but at least twice each week.
- Yard to be mowed, trimmed, weeded and fertilized as needed, but not less than once per month. Tenants are responsible for maintenance of sidewalk areas.
- All plants and trees to be kept trimmed and away from house. Do **not** trim or remove any City & County trees on curbs. **Call Landlord if tall trees or bushes need trimming.**
- If Tenants fail to maintain yard, Agent will hire a yard maintenance service and charge tenants a monthly cost plus any costs to repair or replace any damages caused by negligence.
- No plants or trees shall be planted without Agent's prior written consent.

Landlord / Association is responsible for yard care:

- Tenant is responsible for keeping all outside areas free of garbage, debris, animal feces and/or any other unsightly items. Tenant shall also water as needed, but at least twice each week.
- No plants or trees shall be planted without Agent's prior written consent.

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Private courtyard area:

- Tenant shall maintain area, and water, trim and fertilize as needed.
 - No plants or trees shall be planted without Agent's prior written consent.
9. **VEHICLES:** Tenants shall **not** perform any business connected with vehicles on the property. Vehicles leaking oil or gasoline are to be removed from the premises until repaired. Vehicles on the property must be currently licensed and insured. If property has a parking lot, Tenant agrees to operate any motorized or non-motorized vehicle at a maximum speed of ten (10) miles per hour. Vehicle washing is not allowed on the premises, except if Tenant is responsible for paying the water bill or it is allowed in the House Rules.
10. **PARKING:** If parking is assigned, Tenant agrees not to park in any area other than Tenant's assigned parking spot. Vehicles of any kind shall **not** be parked on any area other than their garage, designated parking area or driveway, or the street, if not prohibited by law or an owners' association. Tenants are responsible for any parking violation fines and/or towing fees incurred.
11. **INSECTS:** Insects thrive in Hawaii. We have no "dormant" period. The owner and/or Agent are not responsible for regular fumigation; however, inform Agent if unusual and/or sudden infestation occurs.
12. **TERMITES:** Tenants shall advise Agent immediately if they suspect termites or carpenter ants as they may infest personal possessions and/or damage property.
Signs of termite infestation (*notify Agent if any of the following are seen*):
- Mud tubes running across bare concrete or masonry between the soil and any wooden part of the home.
 - Thin, "bubbled" or distorted areas of paint on wooden surfaces.
 - Termite droppings (looks like fine brown sand).
 - Many termite wings on the windowsill, countertop or floor.
 - Any wooden building part beginning to sag unexpectedly.
- Preventative measures for termites:
- Keep any outside wooden items several feet away from the house.
 - Do not plant within two feet of any building footing. Avoid use of wood chips or wood-containing mulch near building.
 - No foliage of any kind should be touching any part of a wooden fence or building walls.
 - Dead plants should be removed as soon as possible to deter termites.
 - Notify Agent of any leaking water lines or fixtures, especially those that wet any wooden parts of the home.
 - Downspouts and gutters should transport rainwater away from wooden parts of the home.
 - Changing outdoor lights from "white" bulbs to yellow or pale amber lights may reduce attraction of any night swarming termites near your home.
13. **SATELLITE DISHES AND CABLE INSTALLATION:** The tenant must get prior written permission from the Landlord and any presiding Association and the Satellite Dish Addendum must be signed. The Premises must be restored to its original condition when Tenant vacates. The tenant is responsible for the cost of any permits.
14. **SMOKE ALARMS:** It is required that your home be equipped with one or more smoke alarms. It is the tenant's duty to regularly test (at least once a month) and to maintain any and all smoke alarms. The Owners and/or Owner's Agents **do not** warrant any smoke alarms or take any responsibility for the malfunction or failure of the smoke alarms. The tenants must replace the smoke alarm batteries as needed and immediately report in writing any deficiencies or problems or absence of a smoke alarm. Upon termination of this tenancy, Landlord will replace all broken or missing smoke alarm batteries or alarms at Tenant's expense.
15. **ALARMS:** In accordance with City Council Ordinance 01-63, if you have an active home alarm system in the City and County of Honolulu, Island of Oahu, it must be registered with the Honolulu Police Department (HPD). Fire and auto alarms are excluded. The tenants are responsible for submitting the registration form and fee (currently \$15 for the first year and \$5 yearly renewal – subject to change). If HPD responds to an unregistered alarm or to more than three false alarms for a registered alarm, the tenants will be responsible for all fines. For a registration form, please contact Agent or HPD or your alarm company.

PROCEDURES FOR REQUESTING MAINTENANCE

1. EMERGENCIES:

- Call 911 for emergencies causing immediate danger. Notify Agent of emergency as soon as possible.
- Call utility companies for emergencies involving electricity or gas.

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2. NON-EMERGENCY:

- Call the office and inform the party answering that maintenance is needed, or leave a message on the recorder. You can also email us at **info@younghawaiihomes.com** or visit our website at **www.younghawaiihomes.com** to complete a work order.
- The work order will be completed and/or reviewed and Vendor called. Vendors are not given keys to the property and are required to make appointments with all tenants.
- Remember that in a non-emergency situation, the vendors may not be able to make an appointment immediately.
- Failure to show at an appointment will mean a charge to tenants. Tenants must call if they are unable to make the appointment.
- If you do not hear from the vendor within 5 days, call the office and inform Agent that you have not heard from the vendor. Agent will contact the vendor to find out the cause of the delay and inform Tenants as to when service can be expected.
- Tenant acknowledges that vendors are commonly contracted out and are not employees of Young Hawaii Homes, Inc. and will not hold Landlord responsible if Tenant has not contacted Landlord when vendor fails to communicate or does not keep committed appointments.
- If the repair has been done and you are still having difficulty, be sure to call Agent and state that you had a recent repair and there is still a problem. If you fail to report this and there is further damage, you may be responsible for the cost of the damage.

3. BEFORE CALLING: Visit our website for simple solutions. Check the following before calling:

- Garbage disposal does not work. Look for the reset button underneath the disposal unit and reset. If something is stuck and the blades do not turn, use the supplied disposal wrench or try putting a broom handle or similar device down the disposal (make sure the disposal is turned OFF) and gently give it a twist. This will often loosen the disposal blade so it will work.
- Circuit breakers keep going off. The circuits may be overloaded with appliances such as irons, microwaves, vacuums, air conditioners, etc.
- Electricity does not work in part of the house. Check the fuse box for any tripped circuits and reset. Check any GFI plugs and reset.
- Smoke alarm emits beeping sound. The batteries are not working or are losing their charge. Replace battery.
- Plumbing or fixtures leaking: Turn off the water fixture, turn off water at supply line and notify Landlord immediately.

CHECK-OUT

Check-outs will be performed with or without you present. Tenants should call and schedule a check-out inspection at least one week prior to vacating property. The unit must be completely vacated at the time of the inspection. **ALL repairs/replacements/cleaning MUST be completed by that date and time. There will be a charge of \$50.00/hour if the cleaning is not completed and we must wait OR a \$100.00 charge if we must return on another date.** Landlord has ten (10) days after check-out to note any discrepancies in the check-out condition report and charge the tenant's security deposit for repairs to those items.

Security deposit: The tenant is responsible for any and all damages caused by negligence, abuse, carelessness, misuse and/or accident. Tenants are responsible for all costs related to cleaning and for costs including, but not limited to, light bulbs, filters, smoke detector batteries. Other deductions from the security deposit include, but are not limited to, unpaid rent, late charges or lease violation fees or fines; replacement of unreturned keys or other devices; removing abandoned property; pest control and/or unpaid utility expenses.

- The security deposit may **NOT** be used for any part of the last month's rent.
- The tenant is responsible for rent up to the 28th day of their 28-day notice to vacate. Failure to do so will result in late fees. Please call us to find out what your prorated rent will be so that your rent is not late.
- Tenants are responsible for terminating their utility services. Tenants shall not terminate service prior to check-out date.
- All keys must be returned to Landlord on vacating unit. Tenant will be charged rent until all keys, fobs, garage door openers, and other controls are returned. Failure to do so will result in replacement costs charged to Tenant.

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- Tenants shall notify the postal service of their change of address and provide forwarding address to Agent.
- Your security deposit, less any deductions, will be returned within fourteen (14) calendar days after the termination of the Rental Agreement. Please note that your lease does not terminate until we have received all keys from you.
- Tenant understands that Landlord is authorized to disclose information regarding the tenant and the tenancy to third parties, including, but not limited to, future landlords and mortgage lenders.

Please make sure the electricity is off before cleaning anything that is capable of causing an electrical shock. If you are unsure of how to clean any item, or if you need information regarding cleaning products, call Agent immediately. Any damages caused by improper cleaning will be assessed to tenant.

Exterior cleaning:

- Premises are to be clean. Remove all debris from the premises. If you have trash that exceeds the normal pickup, you must arrange to have it hauled away. You will be charged for fees relating to excess trash pickups.
- Remove grease from parking areas and driveways.
- Wash all exterior doors, windows and screens. Any satellite dishes must be removed and area where it was installed and any installation related holes or damage restored to its original condition.
- Use degreaser and a scrub brush to remove any oil stains from driveway and garage.
- If tenant responsible for yard care, the lawn and curb areas are to be mowed and raked, and all plants and shrubs trimmed.

Interior cleaning:

Walls: Remove all picture hooks, nails and tape. Remove all cobwebs and dust. Patch and touch-up paint all areas, however, do not spackle, putty or touch up paint unless you are absolutely sure the paint will match. If you touch up paint and it does not match, you must paint entire wall(s) or you will be charged for necessary painting to match the existing paint. Charges for painting depend on the length of time in property and whether it exceeds normal wear and tear. Vacuum and clean all baseboards. Clean all wall plates of dirt and fingerprints.

Doors: Clean off fingerprints and marks. Clean sliding door tracks.

Floors: All floors to be cleaned. Clean floor beneath refrigerator and movable range, being careful not to damage flooring.

- No-Wax type: Lightly scrub with soap and non-abrasive fiber-type pad and mop. Do **not** wax ceramic tile.
- Regular, unfinished: Must be **professionally** cleaned, stripped and waxed.
- Wood floors: Clean with wood floor cleaner (follow manufacturer's directions) and wax.
- **Carpets:** Must be **professionally cleaned** when vacating, regardless of length of occupancy and paid invoice submitted to Agent at time of check-out. **Do not** rent machines from a store or use home cleaning machines. Be advised that should your cleaner fail to adequately clean the carpet, Agent will hire another cleaner and you will be charged for the cleaning and for the days that the unit cannot be re-rented. If the carpet is laid over a wooden floor, you must clean with a "dry" chemical treatment.

Windows and Screens: Vacuum and clean interior windowsills and all window tracks. Clean all windows, jalousies, and screens (hose and scrub screens, dry and re-install). If there are holes or rips in the screens, they must be re-screened.

Window coverings: Wash any washable drapes or curtains. Dry clean any drapes if you have been a tenant for one year or more, or if they have been stained or soiled during your occupancy. Dust and wipe rods. Dust and wipe both sides of blinds. Window coverings are to be in place at checkout.

Light Fixtures: Clean all light shades or covers. Make sure all bulbs are in place and working or you will be charged. All fixtures and ceiling fans should be vacuumed and wiped clean. Remove covers, remove insects, wash, dry and replace.

Air Conditioning Units: Dust entire unit. Wash and dry filters or replace if very dirty.

Closet Interiors and Doors: Clean off any wall marks. Clean louver door slats, rods and closet shelves.

Tenant's Initial: Initial: Initial:

Bathrooms:

Shower: Clean shower stall and soap dish. If soap dish is removable, clean under it. Do **not** use abrasives on fiberglass tubs or the area surrounding the tub. Remove mildew from grout lines. Re-caulk if the caulking is coming off.

Toilet: Clean entire toilet and remove any stains by gently using a pumice stone, being careful not to damage finish.

Sink, cabinets, fan: Clean counter, sink, mirrors and faucets. Clean medicine cabinets, other cabinets, shelves and drawers. Disconnect vent fan cord with switch off, then vacuum and clean blades; reconnect with switch off. Clean hair and other clogs from drains (hire professional drain cleaning company if needed).

Kitchen: Clean interior and exterior of all appliances.

Electric stoves: Many stove knobs can be pulled off to soak and clean. Remove burners, wipe with soapy water and clean connections. Do **not** soak electrical burners. Clean drip pans and rings (or replace if damaged or very dirty) and clean under burners.

Flat top stoves: Do not clean until the hot surface light goes off. Clean with hot soapy water and sponge or use polish made specifically for glass top stoves. Scrapers designed for use on glass top stoves can be used to scrape off excess food and grime.

Gas stoves: Clean stove knobs. Remove burners and wash. Remove and clean pans under burners and grates.

Ovens: Clean chrome oven racks. An easy way to clean oven racks and pans is to put them in a heavy duty garbage bag (do this outdoors), add 2 cups ammonia and seal the bag. Let it sit for a couple of hours, then carefully open the bag, being careful not to inhale the strong odor. Remove racks and pans and grease should wipe off with little effort. Clean ledges over and under the oven door.

- For self-cleaning oven – follow self-cleaning instructions. Wipe off excess dirt after cleaning and oven cool. Do **not** use any type of oven cleaner on self-cleaning units.
- For continuous-clean ovens – use only mild detergent to clean. Do **not** use oven cleaner or abrasives.
- For regular ovens – use oven cleaner (follow instructions).

Range hood: Clean top and bottom. Soak grill and clean. Replace filter if greasy. Clean light cover.

Refrigerator: Clean all shelves, drawers (and under lowest drawer level), gaskets, and interior and exterior surfaces. Remove toe plate and vacuum. Vacuum coils in back.

Dishwasher: Clean inside of door, gasket and drain cover.

Cabinets, Drawers and Closets: Wash and wipe all interior, exterior, and shelf surfaces. Remove shelf paper.

Sink area: Clean all countertops. Kitchen sink, faucets and disposal to be cleaned. If disposal wrench was present on check-in, make sure that it is still there, or a \$20.00 fee will be assessed.

Washer/Dryer: Clean all surfaces. Remove lint from screen.

Pest Control: The tenants are responsible for any pet-related damages and professional flea treatments if any pets or service animals were in or on the premises at any time during the rental period. Tenants are also responsible for pest control if there is an infestation of insects due to their negligence. Paid invoice must be submitted to the Agent.

BEDBUGS

For a variety of reasons, bedbug populations have increased in recent years. They are not known to transmit disease, but their presence is unwelcome and presents difficult challenges and distress to most people.

Identifying Bedbug Infestations: Look for: dark spots (from poppy seed to apple seed size) which are bedbug excrement and may bleed on the fabric like a marker would; eggs and eggshells (about 1 mm and white); skins that nymphs shed as they grow larger; live bedbugs; rusty or reddish stains on bed sheets or mattresses caused by bedbugs being crushed.

Bedbugs can be found in the following areas:

Mattresses: along top and bottom seams; along piping material around the edges; under mattress handles and in air holes; between mattress and box spring, platform or frame; inside folds of materials and under buttons; inside seams and rips in material.

Box Spring: points where box spring sits on the bed frame; top surface and inside folds of material; along seams; under the thin cloth layer on the underside; beneath staples and tacks.

Tenant's Initial: Initial: Initial:

Furniture: crevices in wood, metal or plastic headboards; drawers, shelves, screw and nail holes of night stands; wicker furniture; seams and crevices of chairs.

Other: Pillows, cushions, electronics, walls, moldings, rugs, outlets, under loose wallpaper, carpets, behind pictures or paintings, curtains, hinges, door latches, lights.

**Bedbugs can turn up anywhere in moderate and large infestations.

Treatment:

Controlling bedbugs is a difficult and time and money consuming activity. Please notify the Landlord immediately if you suspect bedbugs. Pesticides alone should not be used to control bedbugs. **The reduction of household clutter is absolutely necessary for fighting bedbugs.** Do everything possible to avoid spreading bedbugs to new locations. This includes: cleaning all living areas, furniture and belongings; removing clutter; vacuuming bedbugs and eggs; barriers such as mattress encasements; steam, heat and cold treatments to kill all life stages; eliminating bedbug hiding spots. Bedbug infestations can spread to adjacent units or those above or below, so treatment should begin as soon as possible. Further information on treatment is available, if needed.

Prevention:

Bedbugs have a strong preference for paper and wood, over metal and plastic. Porous surfaces provide more humidity and egg-laying locations. Furniture choices can greatly contribute to the control of bedbugs. White furniture and sheets help to make it easier to inspect for bedbugs. Use small cushions that can be placed in a dryer on a hot setting for 30 minutes, if bedbugs are found. Encase mattresses and box springs. Do not use wicker furniture. Do not bring home any used furniture, mattresses or other items that may harbor bedbugs. When traveling, inspect suitcases and other belongings before bringing them back into your home.

Other:

Do not use “bug bombs” as they do not penetrate the cracks and crevices where bedbugs hide. Bedbugs can live without a blood meal for over a year. If you must discard items, label them “infested with bedbugs” or destroy/deface the items to prevent others from collecting them.

MOLD

Warm temperatures, high humidity and frequent rain are conducive to the growth of mold and other types of potentially harmful growths (collectively “Mold”). Some people may be affected by Mold. Tenants must report to Agent any signs of mold in the property.

Mold can be found almost anywhere and they can grow on virtually anything including wood, paper, carpet, books, food, etc. It is common to find mold spores in the air inside homes and on most surfaces. The level of concern greatly increases when there are large amounts of active mold growth in your home. There is no practical way to eliminate all mold and mold spores, but keeping your home clean and dry can prevent extensive mold growth and its related damage. Warm temperatures, high humidity and frequent rain are conducive to the growth of mold and other types of potentially harmful growths (collectively, “Mold”). If mold is a problem, you must clean up the mold and eliminate any sources of moisture. **Moisture control is the key to mold control.** Some people may be affected by Mold. Potential health effects and symptoms of mold exposure may include allergic reaction, headaches, asthma, and other respiratory complaints.

Ways to control moisture in your home:

- Fix all plumbing and roof leaks and other sources of water.
- Reduce indoor humidity to decrease mold growth by: using exhaust fans in bathrooms and kitchens; using air conditioners and dehumidifiers; increasing ventilation; venting dryers and other moisture-generating sources; turning off humidifiers and heaters if you notice condensation on windows and other surfaces.
- Clean and dry any wet building materials and furnishings within 24-48 hours.
- Clean mold off of hard surfaces with water and detergent and/or bleach and dry thoroughly. Replace any materials that cannot be cleaned.

Tenant's Initial: Initial: Initial:

Tenants shall remove any visible moisture accumulation in or on the Premises, including all walls, windows, floors, ceilings and bathroom fixtures. Tenant shall mop up spills and thoroughly dry affected area as soon as possible after occurrence, use exhaust fans in kitchen and bathroom when utilizing any fixture or object that produces steam, and keep climate and moisture in the Premises at reasonable levels. Tenants shall promptly notify Landlord in writing of the presence of the following conditions: (1) a water leak, excessive moisture or standing water inside the Premises, (2) Mold growth in or on the Premises that persists after Tenant has tried several times to remove it with a bleach and water solution.

Lessors (Owner and Owner's Agents) have no knowledge of Mold in the housing. However, Lessor does not have the requisite expertise to advise Tenant about Mold, including its possible hidden presence and the effect it may have on people or property.

Lessee (Tenants) understands that Lessors are not Mold experts, and they make no representations or warranty that the property is free from hidden Mold, about which they are not aware. Tenant must rely solely on Tenant's own investigation of the Property regarding the presence and effect of Mold. Tenant agrees to assume all risks related to the presence of Mold, if any, on the Property and agrees to not make any claim or demand of any kind against Owner or Owner's Agents arising from or related to Mold. Tenant understands that this waiver and release includes injury and damage from Mold.

ASBESTOS

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. 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 into the air. Any disturbance should be done only by licensed abatement contractors. **Tenants agree to notify Landlord if such ceilings are damaged or have deteriorated.** Tenants agree to assume all risks related to the presence of asbestos on the Property, if any, and agree to not make any claim or demand of any kind against Owner and/or Owner's Agents arising from or related to asbestos. Owner and/or Owner's Agents have no knowledge of asbestos on the Premises, unless disclosed in Asbestos Addendum.

LEAD-BASED PAINT

Toxic substances, including lead-based paint, etc. are hazardous to one's health. In the past (before 1978), lead-based paint was commonly used for indoor and outdoor painting. Any disturbance (removal, etc.) should be done only by licensed contractors. **Lead-Based Paint Disclosure is a part of this lease.**

MEGAN'S LAW

On July 1, 1997, the State's version of "Megan's Law" was enacted in Hawaii requiring sex offenders to register with the State Attorney General's office and allowing public access to relevant information regarding sex offenders. Under this law a sex offender must provide certain relevant information including the street name and zip code of the sex offender's current and future residence and place of employment. For more information, contact the Hawaii Criminal Justice Data Center. Tenants should be cautioned that because the burden to register is on the sex offender, not all sex offenders will be registered and/or that relevant information about them may be missing or incomplete. Megan's Law does **not** require Owners or Rental Agents to be responsible for obtaining information about sex offenders.

Tenant's Initial: Initial: Initial:

DISPUTES: If any dispute or claim arises from this lease, and Tenants and/or Agents and/or Owners are unable to resolve the dispute between them, Tenants and/or Agents and/or Owners agree in good faith to attempt to settle such dispute or claim by mediation under the Commercial Mediation rules of the American Arbitration Association. If such mediation is not successful in resolving such dispute or claim, then such dispute or claim shall be decided by neutral binding arbitration before a single arbitrator in accordance with the Commercial Arbitration rules of the American Arbitration Association. Judgment upon the award rendered by arbitrator may be entered in any court having jurisdiction thereof. The arbitrator may award reasonable attorney's fees and costs to the prevailing party.

Interpretation of Contract: Tenants do not need an interpreter and can understand the Rental Agreement in its entirety, unless signed below by Interpreter. Tenants must provide their own interpreter to interpret the rental contract.

CO-SIGNER: If Co-Signer required, Co-Signer promises to guarantee Tenant's compliance with the financial obligation of the Rental Agreement. Co-Signer Addendum must be signed.

Tenants certify that they have completely read, understand and accept all parts of the lease and addenda terms set forth and acknowledge receipt copies of the lease and addenda. Failure to abide by the terms of this lease, addenda and terms (which may be agreed to in writing at a later date) will result in termination of this lease. Tenants acknowledge and understand that if they fail to fulfill the terms of their obligations within their Rental Agreement, a negative credit report reflecting the Tenants' credit may be submitted to credit-reporting agency. Tenants also certify that they have completely read the PowerPoint Presentation, "The Rental Agreement and Addenda" on the Young Hawaii Homes, Inc. website.

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Tenant	Date	Tenant	Date
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Tenant	Date	Agent	Date
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Co-Signer's Name		Co-Signer's signature	
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Interpreter's Name		Interpreter's signature	
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Young Hawaii Homes, Inc.

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