

**KIHEI SHORES RENTAL AGREEMENT**

- A. "LANDLORD" means the Owner or Owner's Agent, as described hereinafter.
- B. "OWNER" means the Owner of the UNIT, described hereinafter.
- C. "OWNER'S AGENT" means the duly authorized agent of the Owner, as described hereinafter.
- D. "LANDLORD'S RENTAL AGENT" means \_\_\_\_\_
- E. "UNIT" means **KIHEI SHORES CONDOMINIUM UNIT # \_\_\_\_\_** **at 2747 SOUTH KIHEI ROAD, KIHEI, HAWAII 96753**, consisting of a \_\_\_\_\_ BEDROOM \_\_\_\_\_ BATH single family dwelling.
- F. **PARKING SPACE** means either assigned **Parking Space # \_\_\_\_\_**, or an unassigned **Parking Space**.
- G. "TENANT" means: *(list all occupants)* \_\_\_\_\_

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- H. "GUEST" is a person who stays overnight in a Unit for a period between four (4) to thirty (30) days. All Guests shall register themselves with the Kihei Shore's **Site-Manager**. **Subject to the Site-Manager's approval**, Guests may park one (1) vehicle onsite overnight, which vehicle must be registered with the Site-Manager. Such Guest Vehicle may be parked either in the reserved Parking Space of the Tenant of whom the Guest is an invitee or in an un-reserved Parking Spaces in the **Central or Entry Parking Area**; the Site-Manager, however, reserves the right to prohibit any Guest from parking any vehicle on the Property whatsoever.
- I. "OCCUPANT" is any person who stays in a Unit overnight. An Occupant may be an a Tenant, a Guest or a Visitor.
- J. "VISITOR" is a person who visits the TENANT without staying overnight or who stays overnight incidentally (i.e. for not more than 3 nights). A Visitor is not required to register with the Site-Manager; provided, however, a Visitor who stays overnight incidentally may, **subject to the Site-Manager's approval**, park one (1) vehicle onsite; which vehicle must be registered with the Site-Manager. Such Visitor vehicle may ONLY be parked in either the reserved Parking Space of the Tenant of whom the Visitor is an invitee or in an un-reserved Parking Spaces in the **Central or Entry Parking Area**; however, the Site-Manager reserves the right to prohibit Visitors from parking any vehicle on the Property whatsoever.
- K. "ASSOCIATION" means the Association of Apartment Owners of Kihei Shores, Inc., a Hawaii nonprofit corporation, the condominium association that operates and manages the KIHEI SHORES CONDOMINIUMS complex in which the UNIT is located.
- L. "AUTHORIZED VEHICLE" and "PROHIBITED VEHICLE" shall have the meanings described in the HOUSE RULES; a copy of such meanings are attached as **ADDENDUM "A"** to this RENTAL AGREEMENT.
- M. "COMPLEX" or "PROJECT" means the **KIHEI SHORES CONDOMINIUMS**.
- N. "DAY" shall mean a calendar day.
- O. "BUSINESS DAY" shall mean Monday through Friday, not including a holiday as designated in Section 8-1 of the Hawaii Revised Statutes.
- P. "HOUSE RULES" shall mean the rules and regulations of KIHEI SHORES CONDOMINIUMS.

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN LANDLORD AND TENANT. READ IT CAREFULLY. HANDWRITTEN OR TYPED PROVISIONS HEREIN 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:**
- 2. **ALL TENANTS RESPONSIBLE:** By signing this Rental Agreement, each TENANT agrees to pay the rent in full and to comply with its terms. TENANT is responsible for all VISITORS to the UNIT. TENANT shall be responsible to make sure all VISITORS of the UNIT comply with the terms of this Rental Agreement and with the HOUSE RULES.

3. **NO SUBLEASING OR ADDITIONAL TENANTS:** No additional TENANTS, subleasing, or assignment of the Rental Agreement will be allowed without the prior written consent of LANDLORD. VISTORS may not stay longer than three (3) days without prior written approval of the LANDLORD.

**TENANT'S INITIALS:** \_\_\_\_\_

4. **OCCUPANCY:** This Rental Agreement will begin on \_\_\_\_\_ and will be a: *Check all that apply*

- a.  **Fixed Rental Agreement** which, except as provided in **Section 4.e**, will be for a:
  - i.  **6 MONTH TERM** ending on \_\_\_\_\_
  - ii.  **12 MONTH TERM** ending on \_\_\_\_\_
  - iii.  \_\_\_\_\_ **MONTH TERM** ending on \_\_\_\_\_
- b.  **Rental Extension:** This Fixed Rental Agreement will automatically convert to a Month-to-Month Rental Agreement, unless TENANT receives written notice from LANDLORD thirty (30) Days prior to the end of the Rental Agreement providing for the renewal of this Rental Agreement for an equal TERM
- c.  **Early Termination:** TENANT shall have the right to terminate this Rental Agreement during the initial 6 months of its TERM upon sixty (60) Days written notice.
- d.  **Month-to-Month Rental Agreement:** If TENANT is on a Month-to-Month Rental Agreement TENANT must give written notice at least thirty (30) Days in advance to terminate and TENANT must pay rent for the thirty (30) 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 shall notify LANDLORD of TENANT'S vacate date and pay a prorated rent for the time TENANT occupies the Unit.
- e.  **Other:** \_\_\_\_\_

TENANT'S right to occupy the UNIT may be terminated if TENANT does not pay the rent and/or comply with this Rental Agreement, provided, however, any termination due to TENANT's failure to pay the rent shall not terminate TENANT's obligation to the terms of this Agreement (e.g. the "Fixed Term" of a "lease"), including the payment of rent for the stated term of this Agreement. If TENANT stays in the Unit without LANDLORD'S written consent after the termination of this Agreement, TENANT may be a HOLDOVER TENANT, **liable for double rent and other penalties.**

5. **RENT:** The rent for the UNIT, for the one assigned PARKING SPACE and one unassigned PARKING SPACE is: \_\_\_\_\_ \$ \_\_\_\_\_ (U.S. Funds) per Month, PAYABLE IN ADVANCE, without notice, demand, or deduction. Payment is due on the **FIRST (1<sup>st</sup>)** day of each Month  
**BEGINNING ON:** \_\_\_\_\_

TENANT must pay to LANDLORD or LANDLORD'S RENTAL AGENT at this address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TENANT may request and LANDLORD will then provide a receipt for rents paid in cash and, upon request, for rents paid by check.

6. **LATE FEES AND OTHER CHARGES:** TENANT must pay a late fee of **\$75 (Seventy-Five Dollars)** for each rental payment LANDLORD does not receive by 5 PM of the 5th day after payment is due. In addition, interest

at 10% per year will be charged on all rent and other sums TENANT does not pay to LANDLORD on time.

7. **SECURITY DEPOSIT:** Prior to occupancy of UNIT by TENANT, TENANT shall pay

IN ADVANCE as a security deposit. By law, this deposit may not be more than one month's rent. LANDLORD may not receive more than the security deposit and the first month's rent. **TENANT MAY NOT USE THIS DEPOSIT AS TENANT'S LAST MONTH'S RENT.** Any interest earned on the security deposit shall be paid to LANDLORD. TENANT'S security deposit will be held by LANDLORD'S RENTAL AGENT.

8. **UTILITIES; SERVICES; RENTER'S INSURANCE:** If checked, TENANT must take care of and arrange and pay for the following items from the date of the commencement of this RENTAL AGREEMENT until it ends:

- Telephone       TV Cable       Electricity       Renter's Insurance
- HO6 Insurance       Other: \_\_\_\_\_

9. **KEYS AND LOCKS:** LANDLORD is giving TENANT the Unit entry key and Mail Box keys listed below. TENANT may not have additional keys made or locks changed or added without prior written approval of LANDLORD.

Item	Number Given To TENANT	\$ DEPOSIT
UNIT ENTRY KEY(S)		\$
MAIL BOX (KEY(S))		\$
POOL KEY		\$

10. **TENANT PARKING:** TENANT may park no more than two (2) motorized vehicles within the boundaries of the Project. TENANT shall use TENANT's assigned PARKING SPACE and may use one (1) unassigned PARKING SPACE for a second motorized vehicle. TENANT agrees to follow the HOUSE RULES regarding parking of vehicles in the Project, a copy of which PARKING HOUSE RULES is attached as ADDENDUM "A" to this Agreement.

11. **VISITOR & GUEST PARKING:** TENANT understand and agrees that the *Site-Manager may limit or prohibit the number of vehicles* that TENANT's Visitors or Guests may park onsite at any time or from time to time.

**NOTICE TO TENANT REGARDING TYPES OF VEHICLES AUTHORIZED AND PROHIBITED AT KIHEI SHORES**

TENANT is hereby notified that KIHEI SHORES CONDOMINIUMS has specific Rules regarding "Authorized" and "Prohibited" Vehicles that may or may not be parked within the Kihei Shores' Common Areas. These are detailed in **ADDENDUM "A"** attached to this RENTAL AGREEMENT, beginning with **RULE 38 on page 9.**

12. **SPECIAL TERMS:**

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

- a.  HOUSE RULES
- b.  OTHER: \_\_\_\_\_

14. **ADDENDA:** The following, if checked, are attached to and made a part of this Rental Agreement:

- a.  **PROPERTY CONDITION FORM**
- b.  **OTHER:** \_\_\_\_\_

15. **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 interest. If applicable, the licensee(s) in this transaction disclose the following:

**LANDLORD'S RENTAL AGENT:** \_\_\_\_\_

16. **STANDARD TERMS:**

a. **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 it without further notice or liability.

b. **AGENCY:** The LANDLORD'S RENTAL AGENT represents the LANDLORD/OWNER and does **NOT** represent TENANT.

c. **CHECK THE RESIDENTIAL LANDLORD-TENANT CODE ("THE CODE):** The Code is Chapter 521 of the Hawaii Revised Statutes. Both LANDLORD and TENANT should check the Code to learn what duties, rights and remedies they have in addition to what is contained in this Rental Agreement.

d. **CONFLICT WITH THE CODE AND OTHER LAWS:** If it is found that any part of this Rental Agreement or its terms conflict with the 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.

e. **DAILY RATE:** Daily rent is calculated using a thirty (30) day proration.

f. **HAZARDOUS WASTE AND TOXIC SUBSTANCES DISCLOSURE:** TENANT shall have liability for hazardous substances which TENANT causes to be in, on, or under the Unit.

g. **HOLDOVER TENANCY:** If TENANT stays in the Unit after TENANT'S Rental Agreement is ended, TENANT will be a HOLDOVER TENANT and may be liable for twice the monthly rent under the Rental Agreement on a prorated daily basis for each day TENANT is a HOLDOVER TENANT. Staying in the Unit after TENANT'S Rental Agreement is ended, 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.

h. **INVENTORY & CONDITION:** Before 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 all sign the form. By signing, TENANT agrees that conditions are correctly stated. Whenever TENANT moves out: TENANT must take all of TENANT'S personal items with TENANT. If TENANT leaves any behind, TENANT must pay for any storage and other costs, including advertising costs, involved in selling or getting rid of them. TENANT must leave the Unit in the same condition as when TENANT moved in, , except for normal wear and tear. 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 there when TENANT moved in; and TENANT must leave these items in the same condition as when TENANT moved in, except for normal wear and tear. **If there is any**

**disagreement, the signed PROPERTY CONDITION FORM will be treated as correct.**

i. **LANDLORD'S/TENANT'S RESPONSIBILITIES:** LANDLORD will give TENANT the right to occupy the Unit in its accepted condition on TENANT'S date of occupancy. Any appliances, electrical systems, plumbing systems and interior Unit improvements will be maintained by TENANT. LANDLORD will not be liable for any interruption in these appliances which are beyond LANDLORD'S control. TENANT may not end this Rental Agreement because appliances are interrupted.

j. **MOLD DISCLOSURE:** TENANT is aware that mold and/or other microscopic organisms may exist within 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.

k. **REFUND OF SECURITY DEPOSIT:** LANDLORD must return TENANT'S deposit, MINUS DEDUCTIONS, not later than fourteen (14) calendar days after the termination of the Rental Agreement. LANDLORD must give TENANT a written statement at that time explaining any deductions. Deductions can be made for the following reasons: to repair or replace any item that is damaged or missing; to pay any and all amounts due; to change the locks and replace any keys that were given to TENANT and not returned; to clean and put the Unit, and the items in it, in the same condition they were in when TENANT moved in, if TENANT does not do so; and to pay LANDLORD'S damages caused by TENANT'S quitting the Unit wrongfully. If TENANT'S deposit is not enough to cover all the damages and costs, TENANT must pay the extra amount.

l. **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 thirty (30) Day written notice to terminate.

m. **RENT TRUST FUND:** If TENANT and LANDLORD disagree about the payment of or an increase in the rent and either LANDLORD or TENANT goes to court, TENANT can be required by the court to pay the disputed rent into a special rent trust fund. The court will control this fund and pay TENANT or LANDLORD according to the court's findings.

17. **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 lend money on it. LANDLORD will not abuse this right or use it to harass TENANT. TENANT shall not unreasonably withhold its consent. LANDLORD has no other right of entry, except by court order, or if it appears that TENANT has abandoned the Unit.

18. **SERVICE OF NOTICES:** If LANDLORD has to give any notice to TENANT, LANDLORD may serve it on any one TENANT (in the instance where there is more than one person comprising a "Tenant"). By serving the one TENANT, 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.

19. **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, nor any real estate agent is required to obtain information regarding sex offenders.

20. **TENANT'S RESPONSIBILITIES:**

a. **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**. Except that 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. Also, it may be necessary for TENANT to seek approval of the ASSOCIATION prior to making any modifications. Any application to the ASSOCIATION for such approval must be approved by LANDLORD in writing in advance, and evidence of such LANDLORD approval submitted to the ASSOCIATION. Upon the termination of the Rental Agreement, TENANT is required to return the Unit to its original appearance and condition at no cost or expense to LANDLORD, except for normal wear and tear.

b. **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: (i) Bylaws, House Rules, and other rules; (ii) any federal, state, or

county laws; and (iii) any other restrictions.

c. **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, percussion, audio, or video instruments, or cause any loud or offensive sounds.

d. **Insurance:** TENANT understand that neither the LANDLORD'S insurance nor the ASSOCIATION'S insurance cover TENANT belongings or damage that TENANT causes. TENANT agrees that LANDLORD is not responsible for any loss or damage during the term of the Rental Agreement. **TENANT agrees obtain and carry insurance covering all of TENANT's and LANDLORD's property located within the Unit or bear full responsibility for its damage including damage from fire, water, theft, or any other cause whatsoever.**

e. **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/yard care. TENANT is responsible for the repair of any stoppage in plumbing fixtures or lines, and any damage caused by TENANT, TENANT'S family, Guests, Visitors or others.

f. **Notice of Absence:** TENANT must tell LANDLORD in advance if TENANT will be absent from the Unit for five (5) days or more. If TENANT does not give LANDLORD this notice, TENANT will have to pay for any damage that results from TENANT'S absence.

g. **Notice of Defects:** If TENANT notices any defects in the Unit which are NOT TENANT'S duty to fix, TENANT must tell LANDLORD promptly. Any damage caused by TENANT'S failure to report any defect is TENANT'S responsibility.

h. **Pets:** Pets are not allowed to occupy or to visit the Unit whatsoever. LANDLORD will allow TENANT, however, to keep a guide dog, signal dog, or other service animal in accordance with the HOUSE RULES of the ASSOCIATION, and provided that TENANT: (i) assumes responsibility for any damage caused by TENANT's service animal; and (b) agrees to professionally fumigate and carpet clean the Unit when TENANT vacates the Unit. If TENANT brings pets or other animals into the Unit without LANDLORD'S prior written approval, LANDLORD may terminate TENANT'S Rental Agreement.

## NO PETS ALLOWED

**TENANT'S INITIALS:** \_\_\_\_\_

i. **No Smoking:** **No smoking of tobacco or other plant products is permitted in the UNIT or LANAI (balcony/patio), or in any entry doorway of the UNIT or in "Common Area" of the Project -- including stairwells, hallways, picnic tables, bike rack areas, pool area or anywhere within twenty feet (20') of these areas or any Building in the Project.** In the event TENANT or Guest, Visitor or other invitee of TENANT smokes inside the Unit, **TENANT understand and agrees that TENANT assumes full responsibility for any damage cause by such smoke and agrees to pay from time to time as LANDLORD may require whether periodically during TENANT's occupancy and/or at such time that TENANT vacant the Unit, for all costs of fumigation and any other cleaning or painting that must be performed in order to remove the odor or residue as a result of such smoke.**

**TENANT'S INITIALS:** \_\_\_\_\_

j. **No Barbecues Allow:** No barbecues of any kind are permitted in the UNIT or LANAI.

k. **Residential Use Only:** TENANT may use the Unit only as a place to live in accordance with the HOUSE RULES. TENANT may not use the Unit for any unlawful, improper, or offensive purpose, or illegal activity.

21. **WHAT THE LANDLORD CAN DO IF TENANT DOES NOT KEEP TO THIS RENTAL AGREEMENT:**

a. **Failure to Pay the Rent:** If TENANT does not pay the rent by the due date, LANDLORD can give TENANT written notice demanding payment. If the rent is not paid within the time specified (NOT FEWER THAN FIVE (5) BUSINESS DAYS) after receipt of that notice, LANDLORD may terminate TENANT'S Rental Agreement – provided, however, any such termination of the Rental Agreement as a result of TENANT's failure to pay rent shall not terminate TENANT's obligations to pay rent under the Rental Agreement – including TENANT's obligation to pay rent to the conclusion of any FIXED TERM pursuant to **Section 4.a** of this AGREEMENT (i.e. 6 MONTH TERM or 12 MONTH TERM). If LANDLORD employs an attorney or collection

agency, TENANT must pay for attorney's fees of the unpaid rent and costs, regardless of whether or not a lawsuit is filed.

b. **Failure to Comply with the Rental Agreement, House Rules, Bylaws or Other Applicable Laws:** If TENANT fails to comply with any of the terms of the Rental Agreement, including damaging the Unit, the HOUSE RULES, the BYLAWS or any other Applicable Law, 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 it and charge the cost as additional rent and terminate the Rental Agreement. Notice is hereby given that TENANT is responsible for paying any fines, penalties, or other assessments charged by any government agency, and/or the ASSOCIATION because of TENANT'S failure to comply with any of the terms of the Rental Agreement.

c. **Illegal Activity.** LANDLORD may terminate the 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.

22. **RENTAL HISTORY:** TENANT gives LANDLORD permission to provide rental history to other prospective Landlords or a tenant-history collection agency .

23. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, all of which when taken together will constitute one and the same instrument.

**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 LANDLORD, the LANDLORD'S RENTAL AGENT, the OWNER or the OWNER'S AGENT is not liable for the use of 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).

24. **OTHER PROVISIONS:** (Use this space for any other provisions):

**ACCEPTANCE OF RENTAL AGREEMENT:**

**TENANT'S SIGNATURE:**

<hr/>	x	<hr/>	<hr/>
Date		Signature	Name (print or type)
<hr/>	x	<hr/>	<hr/>
Date		Signature	Name (print or type)
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Date		Signature	Name (print or type)
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Date		Signature	Name (print or type)

CELL #'s:

\_\_\_\_\_

EMAIL:

\_\_\_\_\_

**IN CASE OF EMERGENCY, CONTACT:**

\_\_\_\_\_  
\_\_\_\_\_

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**LANDLORD(S) SIGNATURE:**

*(or Landlord's Signature by Landlord's Rental Agent, if any)*

<hr/>	<hr/>	<hr/>
Date	Signature	Name (print or type)

**LANDLORD(S) RENTAL AGENT INFORMATION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b>RECEIPT:</b> The sum of \$ _____ in the form of _____ has been received from TENANT, and is to be applied as follows:	
<b>Date:</b>	<b>Received by:</b>

## ADDENDUM "A"

### Excerpts from KIHEI SHORES HOUSE RULES:

#### DEFINITIONS:

307. **"Management"** refers to any one of the following:
- "Managing Agent"** refers to any Person retained as an independent contractor, and their duly authorized employees, for the purpose of Operating the Condominium Property.

**AS OF THE DATE OF THIS AGREEMENT**, the Managing Agent is:

**DESTINATION MAUI, INC.  
841 Alua Street, #102  
Wailuku, HI 96793**

- "Site Manager"** refers to any Person retained as an employee by the Association to manage, on-site, the Operation of the Property.
- "Officer"** refers to the President, Vice-President, Secretary and Treasurer of the Association, or any one of them, in their respective capacities authorized by the Governing Documents.

#### "VEHICLES AND PARKING"

38. **A Kihei Shores PARKING PERMIT is mandatory** for parking of Occupant Vehicles on the Property. Such a permit may be obtained by registering your vehicle with the SITE MANAGER.
39. **Occupants must display a KIHEI SHORES PARKING PERMIT** on their vehicle, as instructed by the SITE-MANAGER. Motorcycles are considered a vehicle and will be REQUIRED to have a Kihei Shores parking sticker.
40. **Vehicles must display a current Hawai'i registration and safety sticker.** Expiration dates will be noted and vehicle sticker will become invalid if not renewed with the KIHEI SHORES OFFICE. Vehicles not meeting this requirement will be subject to a fine and if not corrected within five (5) working days, will be towed at the Owner's expense.
41. **AUTHORIZED VEHICLES** shall include the following:
- standard passenger vehicles**, including without limitation automobiles
  - passenger vans** designed to accommodate ten (10) or fewer people
  - motorcycles**, provided they are operated at noise levels not exceeding 45 decibels; and
  - pick-up trucks** having a manufacturer's rating or payload capacity of one (1) ton or less
  - the foregoing vehicles which are used both for business and personal use and have signs or markings of a commercial nature on such vehicles, provided that such signs or markings are unobtrusive as determined by the Board.
42. The **dimensions of Authorized Vehicles** may not exceed the following:
- seven feet (7.0')** in width from furthest point to point, including mirrors and tires
  - eighteen-feet (18.0')** in length, including bumper attachments and hitches
  - six feet, four inches (6'4")** in height, including roof racks or other projections

43. **PROHIBITED VEHICLES** shall include the following:
- a. **commercial vehicles**, including, but not limited to: stake bed trucks, tank trucks, dump trucks, tow trucks, buses, step vans, concrete trucks; but excluding those vehicles described in Paragraph 41e;
  - b. **buses or vans** designed to accommodate more than ten (10) people;
  - c. vehicles having **more than two (2) axles**;
  - d. **trailers** (including boat & horse trailers), trailer coaches;
  - e. **recreational vehicles**, motor homes, campers, or pickup trucks with a camper shell that is higher than the cab or longer than the factory bed;
  - f. **all-terrain vehicles** (ATV) ;
  - g. **boats**;
  - h. **noisy (in excess of 45 decibels) vehicles or vehicles without mufflers or bad mufflers**; owners of such vehicles shall have 72 hours to repair their vehicle, or it will be subject to TOW-AWAY; offending vehicles may be banned from entering the Property.
  - i. **unlicensed or unregistered vehicles**
  - j. **inoperable vehicles**; if a vehicle is cited as inoperable, (flat tire, etc.) the problem must be rectified within 24 hours or the vehicle will be subject to fines for failure to correct and/or the vehicle may be booted or towed at its owner's expense;
  - k. vehicles from which an essential or legally required operating part is removed;
  - l. **Oversized Vehicles** (defined below);
  - m. **Unightly Vehicles** (defined below);
  - n. "high boy" jacked-up vehicles;
  - o. vehicles with oversized tires;
  - p. smoky vehicles;
  - q. parts of vehicles;
  - r. aircraft;
  - s. such other vehicles and/or any vehicle or vehicular equipment as the Board may determine from time to time.

Temporary parking of the Prohibited Vehicles described in preceding subparagraphs (a), (b), (c), (d) or (e) shall be permitted.

**"Temporary Parking"** shall mean the parking: (1) of such vehicles belonging to Occupants and/or their Invitees for purposes of loading and unloading only, or (2) delivery trucks, service vehicles and other commercial vehicles for purposes related to the furnishing of services to the Association or an Occupant, and/or for loading and unloading only; provided further, that no such temporarily parked vehicle may remain within the Property overnight.

**"Unightly Vehicle"** shall mean a vehicle which: (1) is not substantially whole as when purchased new, (2) is substantially wrecked and not repaired; (3) has damaged fenders, bumpers, doors, radiator grills or other exterior surfaces; (4) is missing a fender, bumper, or door; (5) has a cut off top, front or rear end; (6) is loaded with debris and/or construction materials; (7) has prolonged flat tires; (8) displays flags or numerous bumper stickers; (9) is a non-drivable vehicle; (10) is crudely and unsightly painted, or is painted with camouflage paint, or has paint worn through to the undercoat; (11) has a broken out window; or (12) has characteristics not normal to a reasonably safe and fair conditioned drivable vehicle.

**"Oversized Vehicle"** shall mean either (a) a vehicle whose dimensions exceed the authorized dimensions described in Rule 42; or (b) a vehicle regardless of its dimensions that when parked in a parking stall it extends beyond the length of that parking stall when its front end is parked against the concrete bumper or curb. Occupants must apply in writing and receive written approval from MANAGEMENT for any vehicle exceeding this requirement prior to parking on the premises. Management can give approval only if an appropriate space is available which will not cause a hazard to other drivers.

**PROSPECTIVE RESIDENTS are hereby cautioned to be sure that their vehicles meet this requirement prior to signing any binding agreement for**

**Unit purchase, lease or occupancy. Vehicles in violation of these Rules are not allowed to park on the premises and are subject to being towed at its owner's expense.**

44. **TWO VEHICLE MAXIMUM PER UNIT:** Occupants of a Unit may collectively maintain no more than two (2) Authorized Vehicles within the Property (NOTE: this includes motorcycles).
45. **ONLY ONE RESERVED PARKING SPACE PER UNIT:** The Declaration requires that there be only one reserved parking space for each Unit. Occupants must park their vehicles within the confines of that reserved parking space. If someone else is parked in your space, you must park in a non-reserved parking space elsewhere on the Property while the situation is being resolved, and call SECURITY or the SITE-MANGER to advise them of the illegal parking situation.
46. Motor vehicles must be parked "front-end-into-stall" first. Backing into a parking space stall is not permitted without a special permit from MANAGEMENT.
47. Violators of parking regulations may have their vehicle: (a) BOOTED; and/or (b) towed away at their expense to the towing company identified on the signs posted on the premises, pursuant to Hawaii Revised Statutes §290-11.
- a. **Booting of Vehicle:** Any vehicle booted will pay a fee of \$50.00 CASH to a KIHEI SHORES staff member or security to get the vehicle released. There is a \$50.00 CASH charge to remove the boot, which must be paid to a KIHEI SHORES staff member or to a Security Company agent to get a vehicle released. Booted vehicles left in excess of 24 hours will incur an additional \$50.00 fee for each 24 hour period. If your vehicle is booted, contact the KIHEI SHORES OFFICE at (808) 357-1219. After hours the answering service will dispatch someone to assist you. The boot release charge is subject to change at the discretion of MANAGEMENT.
- b. **Towing of Vehicle:** Areas designated NO PARKING are done so for serious reasons. The fire department and other emergency vehicles have very specific requirements. If you park in these areas your vehicle may be immediately towed away at your expense. Tow charges are higher than our boot charge.
48. Residents are responsible for the upkeep of their parking space and for the removal of any rubbish and excessive oils and grease.
49. No vehicle mechanical repairs or maintenance shall be performed on the Property, except in the case of an emergency – such as repairing a flat tire, adding water or oil. NOTE: there shall be no draining of oil or other vehicle fluids anywhere within the Property.
50. Parking areas may not be used for any recreational activities (such as ball playing, riding of bicycles, etc.).
51. No parking is allowed whatsoever within the FIRE LANE ZONE, which area is designated by red curb paint. Any vehicle parking in the Fire Lane Zone shall be subject to immediate towing.
52. The maximum speed limit in KIHEI SHORES is 10 MPH.
53. Cars towed away for violations are towed at Unit Owner's expense.
54. **Visitor Spaces are for use by Visitors and vendors only for a period of up to three (3) hours, after which they will be booted by KIHEI SHORES' staff or towed away.** Occupants may not park in Visitor spaces. Visitors are not allowed to switch stalls after their 3 hour time has lapsed. Any violation of this will result in the vehicle being BOOTED, fined and/or towed away. Occupants may be subject to FINES if their Visitors abuse parking privileges.
55. Guest parking space passes are for guests only – not for Residents. There are two types of guest passes – ORANGE – for parking of Guest vehicles in the South Kihei Road entry driveway; and GREEN – for parking of vehicles within the main building areas of the Property.
56. Vendor parking space passes may be verbally authorized by MANAGEMENT for the parking of Vendor vehicles in non-reserved parking spaces between 8:00 a.m. and 6:00 p.m. Any such verbal authorization shall be logged in at the OFFICE with the name of the VENDOR, the UNIT NUMBER where such VENDOR is working and the expected TIME required.