



Real Estate Sales and Property Management

ON ISLAND CONTACT AGREEMENT

The following pages outline the terms of our Agreement. This Agreement is between Maui Realty Connections and you, the Owner of the property as defined below. The Agreement defines each parties' rights and duties and is enforceable.

The parties to this Agreement are:

Maui Realty Connections ("AGENT")

A Hawaii Full Service Real Estate Brokerage

Agent Name _____

Telephone # _____

Email _____

Home Owner ("OWNER")

Legal name of Owner(s) on title of subject property:

Name(s) _____

Telephone # _____

Email _____

Home Address _____

Billing Address _____

Name, phone, email of Contact (if not owner)

Desired Contact _____

Second Contact _____

The property ("UNIT") you own and that is subject to the Agreement is identified as follows:

Property/Home Description _____

Address _____

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1. TITLE: Owner holds the legal title to all personal property and real property located in the Unit.
2. SERVICES RIGHTS: Owner appoints Agent, who agrees to manage Unit in the ways defined and outlined in this Agreement. Owner hereby appoints and employs the Agent to manage the real property, hereby known as UNIT. Owner gives Agent the authority and powers to hire, supervise and release all employees and independent contractors' necessary for the operation and maintenance of your property. Agent may be now, or in the future, provide same services for other property and Owner agrees that Agent will provide services for the Owner's property in conjunction therewith. Agent shall be the sole and exclusive on-island contact and agent for the Unit; On Island Contact Services shall be conducted according to the terms of this Agreement.
3. RENTAL POLICY: Owner is responsible for all rentals including communication and transactions with guests, advertising for bookings and reservations. Owner is responsible for all accounting aspects of the rental transactions including deposits, fees and rates, plus filing and paying TAT and GET taxes. Owner emails Agent a list of guest names, email addresses, phone numbers, dates of occupancy, dates of check in, and check out times. Agent provides the services requested by the Owner and as per terms of Agreement.
4. RESERVE ACCOUNT AND FINANCING: Owner is required to establish and fund a Reserve Account to match funds needed for replacement costs of existing items and expenses throughout the property's life. Agent requires that Owner retains a minimum threshold in the Reserve Account. The Agent will make every effort to obtain approval from the Owner for all purchases. The Agent has authorization to expend no more than Three Hundred Dollars and No Cents (\$300.00) without specific approval from the Owner. Agent shall be required to perform any act or duty involving the expenditure of money unless the Owner has funds available to over costs. If at any time during the term of this Agreement the Agent purchases any services or personal property or pays any bill on behalf of the Owner greater than Three Hundred Dollars and No Cents (\$300.00), the Owner agrees to reimburse the Agent under the following terms: The Agent will bill the Owner wholly and the Agent, at its election, may deduct from the monies due the Owner an amount equal to the sum owed. Owner shall either make immediate arrangements with Agent for Owner to directly pay such expenditure to third party vendors, to pay Agent for such expenditures. Agent and Owner mutually agree that deduction from the monies due the Owner in an amount equal to the sum owed within any given month shall be an on par with a cash payment by Owner to Agent. Agent shall not be responsible by the Owner for non-payment or late payment of any expenses when sufficient funds are not available.
5. FURNISHINGS: Owner should keep Unit acceptable as to interior and exterior condition, and as to sufficiency of furnishings. It is agreed and understood that in order to rent the Unit, certain basic goods such as, but not limited to, utensils, silverware, glassware, dinnerware and basic small appliances are required in the Unit. Owner, at his sole cost and expense, agrees to keep the furnishings maintained.
6. LINENS: An initial linen package, which shall consist of 2 change(s) of the appropriate linens for the existing bed and bath structure of the above named Unit shall be furnished by and paid for by Owner.
7. INSURANCE: At all times during the terms of this Agreement, Owner shall carry at Owner's sole expense appropriate amount and type of personal liability and property insurance to cover Property, its contents and occupants with minimum limits of Three Hundred Thousand Dollars (\$300,000) bodily injury & liability and Twenty Five Thousand Dollars (\$250,000) property

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damage with a company whose office or agent is located or authorized to do business in the State of Hawaii. Agent shall be furnished a certificate of such insurance. Owner agrees to indemnify and to hold Agent harmless from all injuries, property damage and expenses of every nature should Owner fail to keep such insurance in force and any such liability is threatened or incurred by Agent. Insurance against loss or damage by fire or other hazards, or in connection therewith, Owner hereby waives any claim by subrogation or otherwise against Agent.

8. PAYMENT OF TAXES: Owner is responsible to pay when due, all State of Hawaii general excise taxes and transient accommodation taxes resulting from the rental of Owner's unit. These taxes must be paid on the gross rents collected by any person holding real property in the State of Hawaii. All licenses required (GET & TAT) to properly and legally operate the Unit shall be obtained and paid by the Owner.

9. PEST CONTROL: Agent is aware that the AOA provides certain pest services and will cooperate and coordinate any required in-unit pest service with the AOA services such as to minimize extra expenses for Owner. Should the property require any additional pest service, the Agent will obtain written permission by the Owner prior to service except in the occasion where the Owner is not available, and the pests are detrimental to the enjoyment of the property by the occupied tenants.

10. UTILITIES: Owner is responsible for all utility services on or In Unit including electricity, sewer (where applicable), water, gas and sanitation. Owners agree to provide phone and cable TV service, and high-speed Internet service directly. Owner agrees to add Maui Rental Connections as an authorized person on the accounts to authorize service changes if necessary.

11. MAINTENANCE AND REPAIRS: In the event that maintenance and repairs become necessary and Agent has knowledge thereof, Agent shall have the right to enter upon the Unit to perform maintenance, repair and cleanup, and Owner specifically agrees that the costs thereof, including a reasonable charge for administrative costs, may be deducted from any payment(s) due from Agent. In the event Agent elects not to exercise this option, Agent shall give notice to Owner that such maintenance or repair is necessary, and Owner shall complete maintenance in a timely manner. Agent agrees to secure prior approval of Owner on all expenditures more than Two Hundred Dollars (\$200.00), except monthly recurring costs and/or emergency repairs more than the maximum, if in the opinion of the Agent, such repairs are necessary to protect Unit from damage or maintain services to tenants. Agent shall not be responsible for any damages to the Unit by any occupant. Any emergency services, inspections, maintenance, or repairs that are necessary during normal business hours and are out of the normal management services will be charged the amount of \$45.00 per hour plus cost of any services necessary and performed by another source.

12. DAMAGE: Owner acknowledges that Agent is not responsible for any damage caused by occupants to unit or any of its contents whatsoever.

13. CLEANING, INCLUDING SEMI-ANNUAL DEEP CLEANING: Owner intends to utilize the Agent to arrange cleaning services. Owner shall be responsible for the cost of cleaning, including semi-annual deep cleanings, of the Unit. Housekeeping services and supplies shall be made available to Owner at rates which are competitive to those otherwise available in the area.

14. MANAGEMENT FEE/MONTHLY STATEMENTS/ACCOUNTING: Agent agrees to prepare for the Owner monthly accounting of expenses. This statement will include copies of all repair bills, receipts, etc.; all maintenance expenses, housekeeping charges, credit card charges, special gifts will be billed to Owner on or about the twentieth (20) of the following month. Owner agrees to pay Agent amount due within fifteen (15) days of issuance of monthly statement.

15. INDEMNIFICATION: The Owner shall indemnify and hold harmless the Agent from and

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against any and all liabilities, claims, suits, building covenant violations, equipment, zoning code violations, damages, costs and expenses (including reasonable counsel fees) to which the Agent may become subject by reason of or arising out of the performance or nonperformance of its duties as an Agent.

16. SALE OF THE UNIT: Sale of the Unit by the Owner shall terminate this Agreement. In the event of sale of or offering or listing of the property for sale, Owner shall give immediate notice thereof to Agent. Agent shall have the right, at its option, to terminate this Agreement in event of offering or listing the property for sale. All accounts with Agent must be settled prior to closing of sale. Owner understands that tenants have certain rights to possession of the Unit and will coordinate all showings through Agent.

17. RISK OF LOSS: The Owner assumes all risk of condemnation, destruction, loss, or damage due to fire or other casualty with respect to the Unit. If the condemnation, destruction, loss, or damage is such that the leased Unit cannot be reasonably used as a rental property, the Agent may terminate this Agreement in writing.

18. OWNER RESPONSIBILITY: Except as delegated to the Agent herein, Owner reserves and retains full management responsibility for the operation and management of the Unit. Owner agrees to make all mortgage payments, pay all common element maintenance expenses, taxes, real property taxes or assessments, all utility charges, including telephone, insurance fees and charges for all obligations according to their terms. Owner covenants that Agent will have peaceful possession of Owners' Unit throughout the term of this Agreement and defend same against the claims of anyone claiming same through or as a result of acts of omissions of the Owner. The Owner agrees to promptly respond to any request for a decision made by the Agent and will actively participate in any decisions needed.

19. MEDIATION OF DISPUTES: If a dispute arises out of or relates to this Agreement or its breach, the parties agree to first try in good faith to settle the dispute by voluntary mediation before resorting to court action. The fees of the mediator will be shared equally between all parties to the dispute.

NOTICE: This Agreement may be terminated by OWNER or AGENT with a 30-day notice. Either party hereto shall notify the other in writing of an intention to terminate the Agreement. No reason needs to be provided. In the event it becomes necessary, the party giving notice shall do so by U.S. Certified Mail, postage paid, return receipt requested, or hand delivered, upon which signed acknowledgement will be given by the party receiving notice. Such notice shall be sent to Agent or Owner at the addresses shown for each hereinabove, unless otherwise stated.

1. LENGTH OF AGREEMENT: The length of the Agreement is one year. After the first year, Agreement is month to month with a 30 day minimum notice by either party. It is expressly agreed by Owner that this Management Agreement empowers Agent to make decisions as to the Unit which may or may not be expressly stated herein. The termination of Agent under this section shall be in addition to any other. However, notice of termination by the Owner shall not relieve owner of the obligation to pay Agent. Upon receipt of a notice of termination from Owner, Agent shall deliver a statement of all current accounts with Agent, which must be settled prior to termination of contract.
2. LIMITATION ON ASSIGNMENT: Without prior written consent by both parties, this Agreement shall not be transferred, assigned, sold or in any manner pledged by the Agent, and shall terminate automatically in the event of such transfer, assignment, sale or pledge; provided, however, this Agreement shall not be terminated in the event of any sale or merger of the Agent.
3. SEVERABILITY: Except to the extent that such un-enforceability would deprive either

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party of the substantial value of its bargain, if any court shall determine that any aspect of this Agreement is unenforceable or void, it is the intention of the parties that it shall not thereby terminate, but shall be deemed amended to the extent required to render it valid and enforceable and such provision shall be deemed severed from this Agreement and all other provisions shall remain in full force and effect.

4. WAIVER: Any failure on the part of any party hereto to comply with any of its obligations, agreements, or conditions hereunder may be waived by any other party to whom such compliance is owed. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver.
5. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii.
6. TIME OF ESSENCE: Time is of the essence in this Agreement.
7. NO THIRD PARTY BENEFICIARIES: This Agreement is made solely and specifically between and for the benefit of the parties hereto, and their respective successors and assigns, subject to the express provisions hereof relating to such entities, and no other person, individual, corporation or entity, whatsoever, shall have any rights, interests, or claims hereunder or be entitled to any benefits under or because of this Agreement as a third party beneficiary or otherwise.
8. ENTIRE UNDERSTANDING: This Agreement constitutes the entire understanding between the parties as of this date and will not be modified except by a written document signed by both of the parties.
9. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, legal representatives, executors, administrators, successors and assigns.
10. DISCLAIMERS: The Owner understands and agrees that the Agent neither warrants nor guarantees the income or occupancy levels.

Unit Owner Duties: As Owner, you agree to the following:

- Owner will set-up a Reserve Account to be established and funded to help match future funds needed for any replacement costs of existing items and other expenses throughout the property's life cycle.
- Owner is required to retain an established minimum threshold in the Reserve Escrow always to ensure that adequate funding levels are available.
- Owner will provide Agent with Hawaii General Excise Tax and Transient Accommodations Tax account numbers.
- Owner is to supply Agent with keys and lockbox codes necessary for entry into the complex and Unit.
- Owner will provide Agent with insurance company name, insurance agent name and contact information and policy number(s). The public liability insurance shall be in such amounts as we reasonable may require, and the policy shall be so written as to protect us to the same extent it protects you. Owner will maintain current fire, hurricane and if applicable, flood insurance coverage policies in broad form on Unit.
- Owner agrees to indemnify and to hold Agent harmless from all injuries, property damage and expenses of every nature should Owner fail to keep such insurance in force and any such liability is threatened or incurred by Agent. Insurance against loss or damage by fire or other hazards, or in connection therewith, Owner hereby waives any claim by subrogation or otherwise against Agent.

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- Owner will promptly pay Agent the fees set out in the associated fee structure addendum or addenda to this Agreement.
- Owner will promptly reimburse Agent for expenses authorized in this Agreement.
- Owner provide Agent with any necessary instructions reasonably required to manage Unit, including specific instructions regarding the operation of all electronics, appliances, alarm systems and amenities. Note: we will not be responsible for tenant/guests' misuse of any of the features of your Unit.
- Owner will cooperate with us to the extent require enabling Agent to perform expeditiously, efficiently, and economically the management services required under this Agreement.
- Owner will make available to Agent all data, records, and documents pertaining to Unit that we may require to properly exercise duties.
- Owner will give Agent specific authorization to start, stop or make changes to the following utility services: Cable, Internet, phone, electricity, water/sewer and gas.

Disclaimer/Release of Liability: Agent is not responsible:

- To pay Owner's mortgage, taxes or homeowner insurance bills.
- To remodel or redecorate unit, re-landscape your home site, make structural changes to your unit or refurnish/re-decorate your unit.
- For, under this Agreement, work done by any contractor, design professional, consultants or third-party vendors that Owner may hire to remodel or redecorate or re-furnish Unit. Agent will be onsite to help coordinate access as necessary.
- For any negligence in any work done by any contractor or service provider including but not limited to: cleaners, handymen, pool, or spa maintenance personnel, landscaping crews, etc.
- For directing specific design details to sub-contractors, for example paint colors, tree placements etc.
- For specifically any and all responsibility or legal liability if Owner hires or if those Owner contracts are unlicensed contractors, trades people or service providers.
- For any trees or plants that die.
- For any disputes with any neighbor, state official or otherwise with respect to any aspect of your property.

Owner Representations-You represent, warrant and covenant as follows:

- All Owners are identified at page 1 and all have signed and initialed this Agreement.
- If more than one person or entity owns the property identified on page 1, references to

"OWNER" includes and apply to all the persons or entitled that own the property.

- Owner owns Unit and has all the power needed to enter into this Agreement with Agent, to give Agent all the rights set out in this Agreement, and to accept all Owners duties set.
- Owner warrants that to their knowledge Unit follows all building codes and other government regulations.
- Owner will indemnify for and hold Agent harmless from all liability as a result of any claim by any person; vendor, guest, tenant or other against you.

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TERM: The terms of this Agreement shall commence on this ___ day of _____, 20__.

Management Fee | Service Fees | Reserves Account Fees:

Monthly Management Fee 250.00 Owner's Initials _____

Tech Fee 35.00 Owner's initials _____

Reserve Account 300.00* Owner's Initials _____

Other Fee _____ Service: _____ Owner's Initials _____

*Established minimum threshold in the Reserve Escrow at all times.

Services Included:

- Prep the house for guest arrivals.
- Schedule Housekeepers after guest departure, if tech fee applies.
- Provide list with pictures of items broken, worn and items that should be replaced.
- Check appliances are working – report non-working, repair as needed with owner approval.
- Schedule and coordinate maintenance & repairs as needed with owner approval.
- Monthly owner statements to outline any expenses incurred.
- Available for guest requests and questions
- Available for guest access problems, or cable and internet questions
- Available for meeting and providing access to maintenance contractors
- Create compendium for unit that includes emergency information, how to's, and other general information-if seller does not already have one.
- Create a QR code that provides information for renter regarding pool access, internet access etc.

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Each Party hereby acknowledges receipt of a copy of this Agreement.

Signed this _____ day of _____, 20_____.

Maui Realty Connections

Agent Name _____

Agent Signature _____

Property Owner(s)

Owner Name _____

Signature _____

Owner Name _____

Signature _____