



Residential Lease Package

Landlord: **Maui Rental Connections**

Tenant(s): _____

Lease Start Date: _____ **Lease End Date:** _____

Tenant Contact Information:

Name: _____

Email: _____

Phone: _____

Name: _____

Email: _____

Phone: _____

RESIDENTIAL LEASE AGREEMENT

This agreement, dated between Maui Rental Connections and:

1. **LANDORD:** The Landlord(s) and/or agent(s) is Maui Rental Connections and will be referred to in this lease Agreement as "Landlord".

2. **TENANT:** The Tenant(s) is/are:

and will be referred to in this Lease Agreement as "Tenant".

3. **RENTAL PROPERTY:** The Landlord agrees to rent to the Tenant the property

which will be referred to in this Lease as the "Leased Premises."

4. TERM OF LEASE AGREEMENT:

The Lease Agreement will begin on _____ and will end on _____.

5. **USE & OCCUPANCY OF PROPERTY:** The only persons living in the Leased Premises is/are:

- a. Any change in occupancy will require written consent of the Landlord and may be subject to an adjustment in the amount of rent.
- b. The Tenant will use the Leased Premises only as a Residence.

6. RENT:

The amount of Rent is _____ to be paid monthly.

- a. The rent is due in advance on or before the 1st day of each month. The rent due date is the date the Landlord must receive the Tenant's payment.
- b. Tenant(s) agrees to pay the rent and all additional rent when due on time, without demand. All additional charges, costs and fees set forth throughout this Lease Agreement, are considered to be additional rent. Upon the non- payment of additional rent, Landlord will have the same rights to proceed against the Tenant(s) for the collection or eviction as if Tenant(s) defaulted on the rental payment.
- c. Rental payments are made payable to: Maui Rental Connections
- d. Rental payments shall be mailed to the landlord at: Maui Rental Connections, PO Box 1272, Makawao, HI 96768 or tenant may elect to pay online via our software system Innago.

TENANT'S INITIALS _____

Page 2

RESIDENTIAL LEASE AGREEMENT

7. FUNDS COLLECTED ON OR BEFORE THE LEASE SIGNING:

The following funds are due on or before the signing of this Lease Agreement unless otherwise agreed to in writing.

First Month's Rent: _____ **This amount is a prorated amount.**

Security Deposit: _____(R)

Total Due: _____

Funds marked with an (R) are refundable in accordance with the terms and conditions of this Lease and all applicable laws, while funds are marked with (NR) are non-refundable fees.

8. LATE FEE: If the rent or any other charges are not received by the Landlord on or before 5 days after the rent due date.

Tenant must pay a late fee of \$100.00 in addition to the rent.

Payments received by Landlord when there are arrearages, shall be credited first, to any outstanding balance, and then applied to the current amount due.

9. RETURNED PAYMENTS:

- a. A returned payment fee of \$75.00 will be added for all returned payments. A personal check will not be accepted as payment to replace a returned payment.
- b. If your financial institution returns your rental payment and causes the rental payment to be late, a late charge will apply.

10. SECURITY DEPOSIT:

The Tenant(s) have paid to the Landlord a Security Deposit of _____.

- a. Tenant agrees that this security deposit is intended to secure the faithful performance by the Tenant of all terms, covenants and conditions of this Lease Agreement including but not limited to the cost of damages beyond normal wear and tear, unreturned keys, unpaid rent and any other amount due and legally allowable under the terms of this Lease Agreement and in accordance with state and local laws and regulations.
- b. Tenant may be responsible for any unpaid charges or attorney fees, suffered by the Landlord by reason of Tenant's default of this Lease in accordance with state and local laws and regulations.
- c. Under no circumstance can the Security Deposit be used as payment for rent and/or other charges due during the term of this Lease Agreement.
- d. Landlord's recovery of damages will not be limited to the amount of the Security Deposit.

11. ENDING THE LEASE:

- a. At the end of this Lease Agreement or any renewal thereof, Tenant must vacate and shall immediately and peacefully surrender and return to the Landlord the possession of the Leased Premises in as good condition as when Tenant took possession less normal wear and tear. The Leased Premises shall be cleared out of all occupants, furniture, personal articles, and effects of any kind.

TENANT'S INTIALS _____

Page 3

RESIDENTIAL LEASE AGREEMENT

12. UTILITIES & SERVICES:

- a. Tenant is responsible for electric, cable and Internet. And is required to register the utilities and services in Tenant's name. Tenant understands and agrees that essential services are to be always maintained and operational. Tenants renting single family dwellings, are responsible for refuse, and any water usage above \$200 per month. Tenants will be invoiced for water usage every 3 months.
- b. Landlord will be responsible for up charges up to \$200, and sewer charges.
 - i. Tenant agrees that Landlord will not be held responsible for the loss of use, or discontinuation or interruption of any utility or extra services beyond the Landlord's control.
 - ii. Tenant shall notify the Landlord of any malfunction of a utility.
 - iii. Tenant may not be negligent in his/her use of any included utility or service. If by tenant's negligence, the utility bill or service fee dramatically increases, tenant will be billed for any overages which will then be due and payable by tenant as additional rent.

13. APPLIANCES:

- a. Landlord will supply and maintain all appliances.
 - i. Tenant will keep appliances provided by Landlord in good working order and shall report any malfunction to the Landlord. Any damage sustained due to the neglect or misuse by Tenant will become the full responsibility of the Tenant, either in the appliance repair or replacement.
 - ii. Tenant agrees that the items specified above are the property of the Landlord and will remain with the Leased Premises at the end of this lease term.
- b. Tenant must have written approval before installing any appliance. Landlord accepts no responsibility for the maintenance, repair or upkeep of any appliance supplied by the Tenant. Tenant agrees he/she is responsible for any damage that occurs to the Leased Premises resulting from the addition of any appliance that is supplied by the Tenant.

14. MAINTENANCE AND REPAIRS:

Landlord shall be responsible for repairs in or about the Leased Premises unless caused by the negligence of the Tenant. Tenant will be responsible for any repairs caused by his/her negligence.

- a. It is the responsibility of the Tenant to promptly notify the Landlord of the need for any repair of which the Tenant becomes aware.
- b. If any required repair is caused by the negligence of the Tenant and/or Tenant's guests, the Tenant will be fully responsible for the cost of the repair and/or replacement that may be needed.
- c. The Tenant must always keep the Leased Premises clean and sanitary and remove all rubbish, garbage, and other waste, in a clean, tidy and sanitary manner.
- d. Tenant must abide by all local recycling regulations.
- e. The Tenant shall properly use and operate all electrical, cooking, and plumbing fixtures and keep them clean and sanitary.
- f. The Tenant is not permitted to paint, make any alterations, improvements, or additions to the Leased Premises without first obtaining the written permission of the Landlord. The Landlord's permission to a particular painting, alteration, improvement, or addition shall not be deemed as consent to future painting, alterations, improvements, or additions.

TENANT'S INITIALS _____

Page 4

RESIDENTIAL LEASE AGREEMENT

- g. The Tenant shall maintain the lawn and landscaping by cutting grass, removing weeds, and pruning trees. If this is not done, landlord shall hire it to be done and tenant shall be responsible for the cost for grounds keeper invoices in full.
- h. To reduce the risk of flood or fire, the Tenant shall not leave the property with any appliance running such as the stove, oven, washer, dryer, or dishwasher.

15. CONDITION OF PROPERTY:

- a. The Tenant acknowledges that the Tenant has inspected the Leased Premises and at the commencement of this Lease Agreement, the interior and exterior of the Leased Premises, as well as all equipment and any appliances are found to be in an acceptable condition and in good working order.
- b. The Tenant agrees that neither the Landlord nor his agent have made promises regarding the condition of the Leased Premises.
- c. The Tenant agrees to return the Leased Premises to Landlord at end of the Lease Agreement in the same condition or in better condition as it was at the beginning of the Lease Agreement.
- d. Move Out Addendum included with this lease. Property shall be cleaned by a professional cleaner; carpets shampooed by a professional carpet cleaner, and receipts shall be provided to the Landlord. If property is rented furnished, upholstery shall be professionally cleaned. Mattress covers and pads are to be used at all times. Stains on mattresses must be removed or deposit will be used to pay for new mattress.

16. PETS: Pets are not allowed.

17. RULES AND REGULATIONS:

- a. Vehicles parked on premises must be in working order with valid registration and inspection.
- b. Late fees are strictly enforced, and any unpaid fees will not be waived.
- c. The Tenant may not interfere with the peaceful enjoyment of the neighbors.
- d. Garbage/Trash must be taken to the curb on the scheduled day(s) of trash removal and not before.
- e. The Tenant will be responsible for any fine and/or violation that is imposed on the Landlord due to the Tenant's negligence.
- f. The Tenant shall abide by all Federal, State, and Local laws, Condo House Rules, and Community Association Laws.
- g. The Tenant shall notify the police and Landlord of any illegal activity that is witnessed in or around the Leased Premises.
- h. The Tenant agrees not to use the Leased Premises for any unlawful purpose including but not limited to the sale, use or possession of illegal drugs on or around the Leased Premises.
- i. The Tenant agrees to test smoke detector(s) periodically as well as always maintain operational batteries.
- j. The Tenant must report any malfunction with smoke detector(s) immediately to Landlord.
- k. The Tenant agrees not to remove, dismantle, or take any action to interfere with the operation of any smoke detector(s) installed on the Leased Premises.
- l. Absolutely no hazardous materials are permitted to be in or around the Leased Premises at any time.
- m. The Tenant may not use or store Kerosene or space heaters at any time in or around the Leased Premises.

TENANT'S INITIALS _____

Page 5

RESIDENTIAL LEASE AGREEMENT

- n. Under no circumstance may a stove, over or range be used as a source for heat, or be used for storage for materials that are flammable such as hot pads, towels etc...
- o. Charcoal and Gas Barbecue grills may not be used inside the Leased Premises.
- p. The Tenant shall always use ventilating fans when bathing and cooking.
- q. All windows and doors must remain closed during inclement weather.
- r. The Tenant shall notify Landlord of any pest control problems.
- s. The Tenant must notify Landlord of any changes in employment.
- t. The basement and/or attic may not be modified for the use as living quarters without written permission of the Landlord.
- u. The Tenant may not store or park a recreational vehicle, commercial vehicle, or watercraft on
- v. The Leased Premises without Landlord's written permission.

18. ADDENDA:

The following Addenda, attached and unattached to this Lease Agreement, shall become part of this Lease Agreement:

- a. Attached: Smoke-Free Property, Zero Tolerance for Criminal Activity, Tenant Guest Policy.
- b. Not attached: Pest Control, Move Out Responsibilities, Receipt of Keys, Move-in/Move-Out Checklist
- c. Other addenda and amendments may also be included in Lease Agreement, including but not limited to House Rules, Furnished Property Addendum, Co-Signer Addendum, Covid-19 restrictions, Emergency and Natural Disaster Rights.

19. INSURANCE: Although not required, Tenant is encouraged to obtain personal property/renter's insurance with an insurance company properly licensed to do business in the state. Tenant is solely responsible for any damage or loss of the Tenant's personal property to the extent that the law permits.

20. SECURITY NOT PROMISED: The Tenant has inspected and acknowledges that all locks and smoke detectors are in working order. Any provided fire extinguishers, security alarm systems, and/or carbon monoxide detectors have also been inspected by the Tenant and are in sound working order. Tenant understands that although the Landlord makes every effort to make the Leased Premises safe and secure, this in no way creates a promise of security.

21. RIGHT OF ENTRY:

- a. Landlord and/or his agents, must provide written notice, phone the tenant, text, or email the tenant 48 hours prior to entering the premises to inspect the premises, make repairs, or improvements without prior consent of the tenant.
- b. In the event of an emergency, Landlord reserves the right to enter Leased Premises without notice. It is required that Landlord have a working set of keys and/or security codes to gain access to the Leased Premises. A lockbox with a key for emergency entry's may be installed on the premises. Tenant shall not remove lockbox or key inside lockbox. This is for safety and emergency situations, as well as for your safety.
 - I. Tenants will not change, or install additional locks, bolts, or security systems without the written permission of the Landlord.
 - II. Unauthorized installation or changing of any locks will be replaced at the Tenant's expense.

TENANT'S INITIALS _____

Page 6

RESIDENTIAL LEASE AGREEMENT

III. Tenant shall be responsible for any and all damages that may occur as a result of forcible entry during an emergency where there is an unauthorized placement of a lock.

- c. Exception: Once tenant gives a notice to vacate, the Landlord and/or his agents will provide tenants a notice of no less than 12 hours to show the property. Tenant agrees to have the premises in a reasonably clean condition and temporarily vacate the home, while a showing is in progress. There is not a limit on the number of times the Landlord and/or his agents may show prospective buyers and/or Tenant(s) the property. Landlord and/or his agents will be respectful of tenant's schedule as much as possible.

22. Lease:

At the end of this Lease Agreement, this lease will continue in full force and effect on a month-to-month basis unless Tenant or Landlord provides written notice to the other party at least 45 days before the end of the term (Term of Lease Agreement) to terminate the Lease (including any exercised renewal or extension thereof).

23. NOTICES:

- a. Any notice required by the terms of this Lease Agreement shall be in writing.
- b. Notices sent to the Landlord may be sent to the following:
- iv. Maui Rental Connections, PO Box 1272, Makawao, HI, 96768
 - v. Email: mauirentalconnections@gmail.com
- c. Notices may be given by either party to the other in any of the following ways, or any other manner provided for by law:
- vi. Regular mail
 - vii. Personal delivery
 - viii. Certified or registered mail, return receipt requested
 - ix. Email
- d. **ABANDONMENT:** If Tenant vacates the Leased Premises before the end of the Lease term or renewal thereof without written permission from the Landlord, Landlord may, at Landlord's sole discretion, hold Tenant in default of this Lease Agreement. If the Tenant fails to follow proper move out procedures, Tenant will be responsible for any and all damages and losses allowed by federal, state and local regulations as well as this Lease.
- e. **LANDLORD'S REMEDIES:** If Tenant violates any part of this Lease Agreement including non-payment of rent, the Tenant is in default of this Lease Agreement. In the event of a default, the Landlord may initiate legal proceedings in accordance with local and state regulations to evict or have Tenant removed from the Leased Premises as well as seek judgment against Tenant for any monies owed to Landlord as a result of Tenant's default.
- a. All rent for the balance of the term of this Lease Agreement is immediately due to the Landlord and the Landlord may sue for the entire balance as well as any damages, expenses, legal fees, and costs.

24. SUBORDINATION:

This Lease Agreement is subject and subordinate to any lease, financing, loans, other arrangements, or right to possession with regards to the building or land that the Landlord is

TENANT'S INITIALS _____

Page 7

RESIDENTIAL LEASE AGREEMENT

obligated to now or in the future including existing and future financing, and/or loans or leases on the building and land.

25. CONDEMNATION:

If the whole or any part of the Leased Premises is taken by any authority having power of condemnation, this Lease Agreement will end. Tenant shall peaceably vacate the Leased Premises and remove all personal property and the lease terms will no longer apply. The Tenant, however, is responsible for all rent and charges until such time that Tenant vacates the Leased Premises.

26. ASSIGNMENT OR SUBLEASE: Tenant agrees not to transfer, assign or sub-lease the Leased Premises.

27. JOINT AND SEVERAL LIABILITY: The Tenant understands and agrees that if there is more than one Tenant that has signed the Lease Agreement, each Tenant is individually and completely responsible for all obligations under the terms of the Lease Agreement.

28. CO-SIGNER(S): Co-signers of leases will remain responsible for the entire term of the lease including any renewal and will not be released without written consent of Maui Rental Connection Inc. Co-signer agrees to payment of rent and any monetary damages suffered which may include but is not limited to unpaid rent, late charges, non-reimbursed utility expenses, damages to the premises, and legal fees. Co-signer will not reside in the Leased Premises.

29. MISREPRESENTATION: If any information provided by Tenant in application for this Lease is found to be knowingly incorrect, untruthful and/or misleading, it is a breach of this Lease.

30. BINDING OF HEIRS AND ASSIGNS: All provisions, terms and conditions of this Lease Agreement shall be binding to Tenant, Landlord, their Heirs, Assignees and Legal Successors.

31. SEVERABILITY: If any part of this Lease Agreement is not valid, enforceable, binding, or legal, it will not cancel or void the rest of this Lease Agreement. The remainder of the Lease Agreement will continue to be valid and enforceable by the Landlord, to the maximum extent of the laws and regulations set forth by local, state, and federal governments.

32. GOVERNING LAW: This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Hawaii.

33. ADDITIONAL CLAUSES:

Landlord's acceptance of rental payments is not a waiver of any default by the Tenant

34. PARAGRAPH HEADINGS: Paragraph headings in this Lease Agreement are for convenient reference only and do not represent the rights or obligations of the Landlord or Tenant.

TENANT'S INTIALS _____

Page 8

RESIDENTIAL LEASE AGREEMENT

35. ENTIRE AGREEMENT:

- a. Landlord and Tenant agree that this Lease Agreement and any attached Addenda, Rules and Regulations, and/or Special Terms and Conditions accurately represent all terms and agreements between the Landlord and Tenant regarding the Leased Premises.
- b. Tenant acknowledges the receipt of any disclosures required by the State of Hawaii as well as any disclosures required by federal, state, and local jurisdictions.

NOTICE: This is an important LEGAL document

- You may have an attorney review the Lease Agreement prior to signing it.
- If the Landlord fails to enforce any provision of this Lease Agreement, it will not constitute a waiver of any default, future default, or default of the remaining provisions.
- Time is of the essence in this Lease Agreement.

By signing this Lease Agreement, the Tenant certifies that he/she has read, understood, and agrees to comply with all of the terms, conditions, Rules and Regulations of this Lease Agreement including any addenda.

Print Name: _____ Date: _____

Signature: _____

Print Name: _____ Date: _____

Signature: _____

Landlord: _____ Date: _____

Signature: _____

