

Hawaii Residential Lease Agreement

Prepared with Signathing. Roles: Landlord, Tenant.

1. Parties and premises

Landlord (name): _____

Tenant(s) (name): _____

Premises address: _____

The Landlord leases the Premises to the Tenant for residential use only. No more than the persons named in the application may live there without the Landlord's written consent.

2. Term

Lease starts (date): _____

Lease ends (date), or write month-to-month: _____

If the Tenant stays after the end date with the Landlord's consent and no new lease is signed, the tenancy continues month to month on the same terms, and either party may end it with 30 days' written notice.

3. Rent

Monthly rent (\$): _____

Due on the (day) of each month: _____

How rent is paid (check, transfer, portal): _____

Rent not received within five days after the due date carries a late fee as written here, if any. A returned payment is treated as unpaid rent plus the bank's returned-item cost.

Late fee after 5 days (\$, or 0): _____

4. Security deposit

Security deposit (\$): _____

Within 14 days after the rental agreement ends, the Landlord returns the deposit or the balance after lawful deductions, with written notice of the particulars and grounds for each deduction and the estimates, invoices or receipts that support it, mailed to the address the Tenant supplied, and a Landlord who misses that deadline may not keep any part of the deposit. The deposit may not exceed one month's rent, plus an agreed pet deposit of up to one month's rent for a pet that is not an assistance animal.

Deposit held at (bank name, if the state requires a separate account): _____

5. Utilities and services

Paid by Landlord: _____

Paid by Tenant: _____

6. Condition, maintenance and repairs

Both parties complete a move-in inspection checklist within three days of the start date. The Tenant keeps the Premises clean and safe, reports needed repairs promptly, and pays for damage caused by the Tenant or guests. The Landlord keeps the structure, plumbing, heating, electrical and supplied appliances in working order and makes repairs within a reasonable time after notice.

7. Use, pets and smoking

Pets allowed (describe, or none): _____

Smoking: _____

Choices: Not permitted anywhere / Outdoors only / Permitted

No business that brings customers to the Premises, no illegal activity, and nothing that disturbs neighbors or voids the Landlord's insurance.

8. Entry

The Landlord gives at least two days' notice before entering, enters at a reasonable time, and needs no notice in an emergency or where notice is impracticable.

9. Ending the lease and default

The Landlord ends a month-to-month tenancy with at least 45 days' written notice, and the Tenant with at least 28 days' written notice. If rent is unpaid or a term is broken, the Landlord gives the written notice Hawaii law requires before ending the tenancy, and the Tenant is responsible for rent through the end of the term unless the Premises is re-rented sooner.

10. Other terms

Additional terms (or none): _____

This lease is the whole agreement. Changes must be in writing and signed by both parties. If a part is unenforceable, the rest stands. Each party has read and received a copy.

11. Disclosures

The Landlord initials each item below to confirm it was given to the Tenant with this lease, or marks it not applicable.

- ☐ Lead-based paint and hazards, for a building built before 1978, with the EPA pamphlet (42 U.S.C. 4852d)
- ☐ Name and address of each person authorized to manage the Premises and of the owner or the owner's agent for service of process, rents, notices and demands, in writing at or before the start of the tenancy (Haw. Rev. Stat. 521-43(a))
- ☐ A copy of the written rental agreement given to the Tenant (Haw. Rev. Stat. 521-43(d))
- ☐ An agent residing on the same island as the Premises, named in the rental agreement, when the owner lives off-island or out of state (Haw. Rev. Stat. 521-43(f))
- ☐ The Landlord's general excise tax number (Haw. Rev. Stat. 521-43(h))
- ☐ A written move-in condition inventory signed in duplicate, with each party keeping a copy (Haw. Rev. Stat. 521-42(a)(6))

Signatures

Landlord

Signature

Date

Printed name

Tenant

Signature

Date

Printed name