

Property Management Contract Hawaii Association of REALTORS® Standard Form Revised 12/17 (NC) For Release 11/19



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Licensee in Brokerage Firm is [X] is not [] a REALTOR® and member of the National Association of REALTORS®. Owner is aware that the National Association of REALTORS® holds its members accountable for their actions through a strict Professional Code of Ethics, which includes a grievance system to address complaints. Non-members are not required to participate in the grievance system.

Tax Map Key: Div	/Zone	/Sec	/Plat	/Parcel	/CPR	(if applicable).
Marie Hansen Properti	es, Inc.					
Brokerage Firm				Owner's Nar	me	
RB - 1	4867		808-591-1110	Percentage	of Income Distrib	ution%
State License No.			Phone	ŭ		
3124 Brokaw Street				Owner SSN	or FEIN	
Address				-] is not [] a non- nership, or foreign	resident alien individual, fiduciary,
Honolulu, HI 96815				loreigh parti	lership, or loreign	Corporation
				Owner's Na	me	
Cheryl Y. Kunimoto Real Estate Licensee			Phone	Percentage	of Income Distrib	ution%
Real Estate Licensee			Filone	reicentage	of income distrib	
RB - 17968	NI-		Discore	0	FEINI	
Licensee State License No.		Phone		*	resident alien individual, fiduciary, corporation	
				Owner's Na	me	
				Percentage	of Income Distrib	ution %
			•		resident alien individual, fiduciary, corporation	
				GE Tax ID N	Number(s):	
				Form 1099 t	to be issued to	
				Authorized F	Representative	
				Title		
	d Owner(s) on all	actions of Broke	erage Firm hereinaf	ter referred to a	s "Agent" as appr	Property Management Contract on behalf oved, in writing or verbally, by Authorized ation.
	Federal Internal					the State of Hawaii. A copy of the first paged shall be filed with the Hawaii Departme
riawaii Neviseu Statutes	3 SECUOII 231					
DDOVEDIO INI	TIALO O DATO		Page	1 of 6	_	OMNEDIC INITIAL C 9 DATE
BROKER'S INI ©Hawaii Association of						OWNER'S INITIALS & DATE
⊎⊓awaii Association of	KEALTOKS®					EQUALHQUIS

Property Management Contract RR307 Rev. 12/17 (NC)

The Owner and Agent named above mutually agree as follows:

SECTION A: AUTHORITY AND APPOINTMENT

- A-1 **Authority.** Owners listed above hereinafter referred to as "Owner" warrant and certify that (i) Owner is the owner of the Property, (ii) only those named above have title to the Property, (iii) Owner has the authority to execute this Property Management Contract hereinafter referred to as "Contract". Property is not subject to current legal action or foreclosure.
- A-2 **Appointment.** Owner listed above exclusively appoints Agent to manage the Property referenced above on the Owner's behalf. Agent accepts this exclusive agency appointment subject to the terms and conditions set forth in this Property Management Contract. Owner hereby appoints and authorizes Agent, with full power of substitution, to sign and acknowledge on Owner's behalf any lease of the premises and to take any action necessary to enforce compliance with such lease, including eviction of any tenant.

SECTION B: RENTAL CONSIDERATION

Owner authorizes Agent to determine the lease terms and rent schedule and will attempt to obtain the maximum rent available in the current rental

desired rents or lease periods do not reflect current rental market conditions.	e current rental market. Agent will notify the Owner if
Desired Monthly Rental Range: \$ to \$	
Minimum Desired Lease Term: 6 Months	
Maximum Desired Lease Term: 12 Months	
Are you willing to allow smoking in/on the Property:Yes _XNoNegotia	able
Are you willing to allow pets: Yes NoNegotiable	
If yes, specify type allowed, indoor/outdoor, association weight limit, etc.	
Note: Leases are subject to the provisions of Owner Association By-Laws and House Rules, Ci	ity Ordinances, and State and Federal Laws
SECTION C: TERM	ty Gramanoos, and State and Fodoral Edwe.
The term of this Contract is for a period of months/year [one (1) year if left by on and thereafter shall automatically continue unless terminated by Collect blank] prior written notice. Termination of this Contract does NOT invalidate any existing rerelegal provisions of the Landlord Tenant Code must be met if the Owner decides to sell, exchange takes actions or fails to take action resulting in a violation of any State or Federal Law, then the providing written notice. In the event this Contract is terminated by Owner prior to the expiration termination fee of 25% of one month's rent After the expiration for any reason other than to sell, trade, or to occupy the property on a permanent basis, it is multiple balance of commission due for the remaining lease term. Examples: Balance of commissions due for remaining lease term or flat fee.	owner or by Agent with60 days [sixty (60) days if a largements made by Agent on the Owner's behalf. Alge, or occupy the property. If either party to this Contract other party may immediately terminate this contract by a of the initial term, Owner agrees to pay Agent a of the initial term, should Owner terminate this Contract
SECTION D: AGENT DUTIES	
D-1 Rentals and Collections. Agent shall use its best efforts to obtain renters for the property the Lease. Agent is authorized to advertise the unit for rent by any means it deems proper tenant carefully. Agent may accept payment by money order, personal checks, or electron for any payment returned for insufficient funds, or other reasons. Agent shall not be held re	and advisable. Agent shall investigate each prospective ic fund transfer, but shall not be held liable to the Owner

D-2 **Deposit of Funds.** Agent shall deposit all funds collected for the Owner into Agent's client trust account in a federally insured financial institution in Hawaii; Agent shall not be responsible for any loss resulting from the insolvency of such depository. The client trust account funds will not be comingled with any funds associated with Agent's business operations.

unpaid rent, repairs, and utilities if the tenant is evicted, abandons the property, breaks the lease, or moves from the property and fails to pay the

3	Distribution of Income to Owner Direct Deposit		roceeds of rent collected will be transmitted to Owner via 's fees and reimbursements for authorized expenditures.
	[] Interim Utility Payments	Other Pest Control	[] Other
	[] Pool Service	Other GET (\$25 per Filing)	[] Other
	[] Yard Service	[] Other	[] Other
4	Financial Reporting to Owner. Concome and expenses. An annual	on a (monthly if left blank) basis Agent will n (calendar or fiscal) statement and Form 1099 shall be is:	nake available to Owner an itemized statement of sued.

D-5 Maintenance and Repairs.

remaining balance due.

(a) Agent is authorized to make all ordinary repairs and replacements reasonably necessary to preserve and maintain the Property, through contracted services or otherwise. Such maintenance and repairs are the financial responsibility of the Owner.

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	Agent shall contact Owner for Owner's authorization. Owner agrees that an exception to the above would be in the case of an emergency or repair/replacement considered a matter of habitability and/or pertaining to law.
	(c) Owner agrees that the following list of improvements are to be cleaned or maintained professionally at a time which is designated by Agent an charged to Owner. Examples: Garage door rails, gutters, air conditioner systems <u>Air conditioner systems and sub-zero refrigerators, where applicable.</u>
	(d) Agent shall not be required to perform any act or duty involving the expenditure of money unless the Owner has sufficient funds available to cover costs. Agent shall not be responsible for loss sustained by the Owner for non-payment or late payment of any expenses when sufficient funds are not available. Agent shall hold/maintain a reserve of \$ 600.00
	(e) Additional Services: Any additional services not listed herein, which Owner may request Agent to perform shall be by mutual agreement pursuant to Section E-1 (d).
	(f) Other Services: Renovations/additional services (see e-1 (d)), must be agreed upon in writing.
D-6	Security Deposits. Agent shall collect and hold security deposits on the tenant's behalf. The Security Deposit will be applied towards any balance due from the tenants as allowed in the Landlord Tenant Code. Agent will retain interest, if any, generated by the Security Deposit Account.
D-7	Residential Landlord Tenant Code. Agent shall comply with the provisions of Hawaii's Residential Landlord Tenant Code concerning the rights, obligations, and remedies of landlords and tenants.
D-8	Fair Housing Laws. Agent shall comply with State and Federal Anti-Discrimination Laws.
D-9	Fees. Agent agrees not to collect or charge any undisclosed fees, rebates, or discounts. All fees charged to the Owner must be specified in this Contract. Late fees shall be retained by Agent or Agent and Owner, Split 50%/50%.
D-10	Mail. Agent may open and accept mail which is addressed to Owner in Agent care or at the Property address.
	SECTION E: AGENT FEES AND EXPENSES
E-1	Agent Fees. The Owner shall Pay Agent as compensation:
	 (a) 10.000 % of the monthly gross income collected or \$ 150.00 Minimum per month. (b) 10.000 % of the monthly gross income for finding a new tenant (leasing fee/re-renting fee) or \$ per new lease.
	(c) % of the monthly gross income for Lease Renewal or \$ each renewal.
	(d) % of total job cost or minimum of \$125.00 per hour for additional services as agreed.
	(e) General Excise Tax Filing - \$25.00 per filing
	(f) \$7.00 if Owner requests mailed statements by USPS.
E-2	Insufficient Funds. Agent may bill the Owner directly or collect money from future rental proceeds if the funds in the account are insufficient to pay all fees and expenses for any given month. Agent shall not be obligated to make any advance payments or incur any liability for Owner's account. Agent shall not be liable for loss sustained by Owner by reason of insufficient funds in Owner's account. In the event Agent shall advance its own funds for Owner's obligations, Owner shall promptly reimburse Agent such advances within Seven (7) calendar days of receipt of billing for such advances by Agent. Additionally, Owner shall pay interest at the rate of 15.000 % per month for such funds advanced by Agent from Agent from _8th
	Section F: OWNER DUTIES
F-1	Current Information. Owner shall at all times update Agent, with any and all contact information including emails, phone numbers, physical addresses and any emergency information.
F-2	Minimum Balance in Owner Account. Owner shall maintain on deposit with Agent the sum of Six Hundred dollars (\$ 600.00), which Agent may apply against authorized expenditures. If the balance in the Owner's Account is less than the Minimum Balance, the Owner shall replace the funds or restore the deposit from future rental proceeds.
F-3	Change of Status. Owner is informed that once the Property is rented, Owner must file the change form with their county to remove the real property exemption.
F-4	Inventory List. The Owner shall provide to Agent a complete inventory of furnishings and fixtures in the Property.
F-5	House Rules/Manuals. The Owner shall provide one current copy of all Association Rules/House Rules and service contracts. Owner agrees to forward any future changes or updates to Agent. Owner shall also provide any manuals, if available.
F-6	Keys. The Owner shall furnish <u>Three (3)</u> [three (3) if left blank] complete sets of keys to the Property. If the Property has additional security measures (i.e. key fobs, remote controls, etc.), then the Owner shall furnish <u>Three</u> complete sets.
F-7	Insurance. Nothing in this Contract shall be construed as rendering Agent liable for any act, omission, or occurrence resulting from or in any manner arising out of the performance of Agent's duties and obligations hereunder, or the exercise by Agent of any of the powers or authority herein or hereafter granted to Agent by Owner, or the use of any lease or rental agreement. Owner, at Owner's expense, shall maintain, in full force and effect:
	(a) Fire and extended coverage for all casualties and hazards customarily covered by casualty insurance in the State of Hawaii for the full insurable value of the Property, containing endorsements that contemplate the leasing of the Property by Owner and vacancies between lease terms.
	BROKER'S INITIALS & DATE OWNER'S INITIALS & DATE
	D. C.

	(b) Liability insurance with a minimum coverage of \$ 500,000.00 naming Agent, as additional insured/additional interest. Note: Owners Insurance agent should be consulted to determine this coverage.
	(c) If the Property is in a condominium association, it is the Owner's responsibility to confirm minimum insurance requirements. Example: loss assessment, condominium insurance deductible, etc.
	(d) Within <u>Seven</u> (7) days from the effective date, Owner must provide Agent a copy of a certificate of insurance evidencing the required overage. If the insurance coverage changes at any time this Contract is in effect, Owner must provide Agent a copy of the insurance certificate evidencing any changes within <u>Seven</u> (7) days. Agent will not be held liable should Owner fail to secure insurance or have an inadequate amount of coverage.
F-8	Indemnification. Owner agrees to indemnify, defend and hold Agent harmless from all claims, investigation, and lawsuits by third parties related to Unit, and the management and leasing, whether occurring during the term of this Contract or after its termination, and from any claim or liability for damage to Property, or injuries or death of any person.
	(a) Agent shall not be liable for any willful neglect, abuse or damage to Unit by tenants, vandals, or others nor loss or damage to any personal property of Owner.
	(b) If at any time during or after the term of this Contract, Unit is found to be contaminated with hazardous waste, Owner agrees to indemnify and hold Agent harmless from all claims, demands, actions, liabilities, costs, expenses, damages and obligation of any nature arising from or as a result of said hazardous waste. The foregoing indemnification shall survive the termination or expiration of this Contract.
	(c) Owner shall save and hold Agent harmless on account of any damage to the Property or from loss of or damage to any furniture, fixtures and other articles therein and from any and all injury to any person or persons whomsoever, from any cause whatsoever, in or about said Property.
F-9	Enforcement of Lease. Agent is authorized to enforce the terms and conditions of the Rental Agreement. The fees and costs incurred in the enforcement of the Rental Agreement shall be paid by the Owner.
F-10	Sex Offender. Hawaii has enacted a law (Megan's Law) requiring sex offenders to register with the State Attorney General's office. If Owner has knowledge that a sex offender resides in the immediate area of the Property, Owner is required to disclose such information to Agent and authorizes Agent to disclose to potential tenant.
	SECTION G: PROPERTY INFORMATION
G-1	Property Description. (a) Type of Dwelling: Condominium Townhouse House Apartment Building Cooperative (b) Number of Rooms/units: Bedrooms Carport Garage Baths Open parking (stall(s) #) If apartment building: Number of one bedrooms Number of two bedrooms Number of three bedrooms Other: Number of parking stalls for tenants Guest parking (c) Location of:
	Water Heater Circuit Breaker
	Main Water Turnoff Parking Stall(s)
	Storage Other:
G-2	Security Items. Keys - List Number and Description: Door Example: Front, Security Screen, Storage, etc.
	MailOther
	Security Other
	Garage Door Openers — Other Other
G-3	Appliance and Warranties. (Supply all manuals and warranties)
	1 Model # Serial #
	2 Model # Serial #
	3 Model # Serial #
	4Model # Serial #
	5Model # Serial #
G-4	Tenant or Owner to pay for the following services. Mark "T" for tenant & "O" for owner
	A/C Gas Refuse Water
	Cable Internet Sewer Yard Service
	Electricity Pool Service Solar/PV Other:
	Note: If Owner receives statement of charges, Owner must submit to Agent within days of receipt.
	BROKER'S INITIALS & DATE OWNER'S INITIALS & DATE

G-5	Insurance.	
	Fire Insurance Company	Agent
	Phone # Policy #	
	Liability Insurance Company	
	Phone # Policy #	Exp. Date
G-6	Alternate contact in case of emergency.	
	Name:	Telephone:
	E-Mail:	Relationship:
G-7	Estimated date of re-occupancy or intent of Owner to sell	
		·
G-8	Property Contacts.	
	Association Manager:	Telephone:
	Resident Manager:	Telephone:
	Security:	Telephone:
G-9	Other Services.	
0 0	Termite/pest control service:	Phone #
	Pool service:	
	Yard Service :	Phone #
	Other:	Phone #
	Other:	Phone #
	Other:	Phone #
G-10	Miscellaneous. Existing issues or comments	
	SE	CTION H: ADDENDA
H-1	• , ,	ched to and made a part of this Property Management Contract. Fill in all blanks.
	Write "NA" if not applicable. Each attached addendum must be	
	[] W-9 Federal Form	•
	[] Lead Based Paint - required by law for [•
	pre 1978 housing] Other
	[] Association Transfer of Privileges Authorization [
	[] ACH Bank Authorization [] Other
	[] Association Authorization to receive notices/fines [
	SEC	TION I: OTHER TERMS
I-1	Special Terms.	
I-2		ary or provided for under this Contract shall be in writing and addressed as provided
	below. Such notices shall be mailed, emailed or delivered in p	erson. Notices shall be effective as of the date the notice is emailed, mailed or
	delivered.	
I-3	Binding Effect. This Contract shall be binding upon the parties	hereto and their respective personal representatives, heirs, trustees, administrators,
. •		part of this Contract be rendered void, invalid, or unenforceable by any reason by
		alid, or unenforceable any other Section or any part of this Contract. This Contract
	embodies the entire understanding of the parties, and there are	no further or other agreements or understanding, written or oral, in effect.
1.4	Entire Contract This Contract contains the entire agreement	between the Agent and the Owner and may be modified only in writing and signed b
1-4		ne benefit of the successors and assigns of Agent and the heirs, trustees,
	administrators, executors, successors and assigns of the Owr	
	•	
I-5		ent of this Contract shall be governed by the laws of the State of Hawaii. Any action
	brought under this Contract shall be brought within the State of	f Hawaii.
Eac	h narty acknowledges receipt of a conv of this Contract	
ĽaC	h party acknowledges receipt of a copy of this Contract.	
	RDOKED'S INITIALS & DATE	OWNED'S INITIALS & DATE

The complete Property M	anagement Contract has been Reviewed and Accepted by	y:
OWNER:		
Date	Owner Signature	Owner Name (print or type)
	Owner Address	Owner Phone
0	wner E-Mail	
Date	Owner Signature	Owner Name (print or type)
	Owner Address	Owner Phone
0	wner E-Mail	
Date	Owner Signature	Owner Name (print or type)
	Owner Address	Owner Phone
0	wner E-Mail	
AGENT:		
		Marie Hansen Properties, Inc.
Date	Principal Broker or Broker-in-Charge Signature	Brokerage Firm
	3124 Brokaw Street, Honolulu, HI 96815	808-591-1110
	Brokerage Firm Address	Brokerage Firm Phone Number (s)
www marie	ehansenproperties.com	cheryl@mhprops.net
	erage Firm Website	Brokerage Firm E-Mail
Owner acknowledges rec	eipt of an executed copy of this Property Management Co	ontract.
language. In legal terms, THEF REVISED STATUTES. This me	NTY ON PLAIN LANGUAGE. An effort has been made to put this agrace IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGR ceans that the Hawaii Association of REALTORS® is not liable to any Stapter 487A. People are cautioned to see their own attorneys about Character 1985.	EEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII seller, or other person who uses this form for any damages or penalty



To the

ADDENDUM

RMA dated



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Reference Date:						
Property Reference or A	ddress:					
Tax Map Key: Div	/Zone	/Sec	/Plat	/Parcel	/CPR	(if applicable).
renovating the propert vacates, the rental mai take over paying morts additional services aft Marie Hansen Properti	ner decides to set y, scheduling op nagement agree gages, maintena er the tenant vac es has the right he terms under tten notice to Ov	ell the property ben houses and ment between C nce fees and ar cates, we may n of refusal for no which Agent is wner.	while it is tenant of a showings will be Dwner and Marie Hay routine bill paying the transtee a "non-te contenant manage	handled and of handled and of lansen Proper ments related frant" manage ment.	coordinated by to ties will be term to the property. Inment agreemen	nes such as handling repairs and/or the sales agent. When the tenant inated. The Owner or sales agent will In the event the owner requests at and fees will be charged accordingly as Agreement, but only by giving at leas
-			lf built in 1978 or b	oefore, OWNEF	R needs to fill ou	ut LEAD-BASED PAINT FORM
6. Is the property Furn	ished or Partly F	urnished?		If the	property is furn	nished, inventory is to be provided.
7. AGENT to bill tenant (If OWNER is providi submit charges to AGI	ng a Statement	of Charges to A			arges to AGENT	upon receipt. If OWNER does not
8. How did you hear ab	oout MHP? Yelp	, Google, Refer	ring Agent Name ₋			-
Signature Title			Date	Signature Title		D

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 Hawaii Association of REALTORS® is not liable to any Buyer, Seller, or other person who uses 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).

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Fax: