



Prudential Commercial Services Iwado Realty
 296-A Alamaha Street, Kahului, Maui HI 96732
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ADDENDUM "A"
SPECIAL TERMS TO RENTAL AGREEMENT

This Addendum is hereby made a part of the Rental Agreement dated 11/1/07_____ between KULANAAO STUDENT DORMS C/O: PRUDENTIAL COMMERCIAL SERVICES IWADO REALTY, Managing Agent, for property located at **50 Vevau Street Wailuku HI 96732.**

THE FOLLOWING PROVISIONS SHALL APPLY:

1. Tenants understand that the property owner's and property manager's insurance will not cover monetary losses to tenant's personal articles and property in the event of fire, burglary, vandalism or acts beyond the control of the property owner and his/her Agent. Owner and property manager are not responsible for loss or damage to tenant's personal property. IT IS STRONGLY RECOMMENDED THAT TENANT MAINTAIN RENTER'S INSURANCE throughout the term of this Rental Agreement.
2. Only those tenants listed on the Rental Agreement are authorized to occupy this unit. Any change in occupants must be authorized by property manager in writing. Each adult tenant listed on the lease is jointly and severally liable for the rent and liable for the conduct and damages caused by minors, and/or guests of the tenants.
3. Tenant is required to register at site office for all condominium units.
4. If rental payment check is returned for "insufficient funds" or any other reason by the bank on which it is drawn, Managing Agent shall have the right to require cash, money order, or cashier's check for payments thereafter. Tenant is further required to pay a \$25.00 handling fee for any returned check. If your return check causes your rent to be late, you will be charged a LATE FEE as provided for in your Rental Agreement.
5. Tenant(s) is/are responsible for establishing utility service prior to occupancy. Telephone service **MUST** be maintained during the term of Rental Agreement. Tenant shall provide telephone number to Managing Agent within five (5) business days of occupancy. No other phone jacks are allowed to be installed in home/unit, unless authorized by Managing Agent.
6. Tenant(s) shall report to Managing Agent any water leaks electrical/plumbing/appliance problems within 48 hours of occurrence. If Managing Agent is not notified within the specified time period, tenant will be responsible for any further damage caused by problem.
7. All carpets and drapes shall be **PROFESSIONALLY** cleaned at the end of all Rental Agreement terms, unless otherwise specified in writing. **WARNING:** Fruit juices, especially fruit punch and grape juices, will immediately stain carpet and cannot be removed by professional cleaners. You will be held responsible for replacing same grade carpet in rooms, which have been permanently stained. **PLEASE DO NOT USE CARPET CLEANING MACHINES WHICH CAN BE RENTED!!** These machines often use too much soap and do not properly remove the residue, resulting in "sticky" or "coarse" carpet. During the term of your lease, carpets, if applicable, should be vacuumed on a regular basis to reduce soiling which may become permanent and cause damage.
8. Unless otherwise specified, tenant shall be responsible for pest control during term of this Rental Agreement.
9. All walls shall be maintained in clean condition throughout the term of this Rental Agreement. For purposes of this Rental Agreement, **EXCESSIVE SOILING OF WALLS SHALL NOT BE CONSIDERED TO BE NORMAL WEAR AND TEAR** and shall be considered a breach of this Rental Agreement. Any re-painting of walls due to excessive soiling shall be at Tenant's expense and painted by an experienced journeyman painter in the original color of the wall. Affected wall(s) shall be entirely painted. No "spot painting" is allowed.
10. No nails, screws or other hanging devices are permitted on any walls, ceilings and/or doors. Tenant shall be responsible for all costs to repair and re-paint the premises caused by Tenant's nailing, screwing and/or placing any hanging devices on walls, ceilings and/or doors. No spot painting is allowed.
11. No animals or pets of any kind shall be kept on the premises without prior written consent of Managing Agent. If said permission is granted, the tenant agrees to sign and abide by rules of Pet Addendum.

Tenant's Initials _____ Date _____

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12. No wire, cable or aerials for radio or television purposes shall be installed upon the roof or other parts of the premises or building without prior written consent from Managing Agent.
 13. Tenant will be responsible for cleaning sidewalk, driveways and street about, in front of and around premises.
 14. No abandoned or disassembled vehicles or any spare auto parts are permitted on the premises. Any removal and/or towing charges shall be at Tenant's expense. Absolutely no automotive work of any kind to be done on the premises except minor repairs/service to automobiles.
 15. Grease/oil stains from dripping cars shall be removed from garage floor and/or driveway at Tenant's expense. Absolutely no dumping of automotive oil, batteries or other environmentally hazardous waste is allowed anywhere on property.
 16. Unless Managing Agent gives written consent in each and every instance, Tenant and/or Lessee shall not install or operate on the premises any machinery, refrigerating device or air-conditioning apparatus, or use any illumination other than electric light, or use or permit to be brought into the building any flammable oils or fluids such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed extra hazardous to life, limb or premises of building.
 17. Yard sprinklers, if applicable, shall be maintained by Owner, however, any repairs needed, which are caused by Tenant, shall be at Tenant's expense. Water shall not be left running any unreasonable and/or unnecessary length of time. Tenant shall be responsible for the costs incurred by Landlord if Tenant allows water to be left running for unreasonable and/or unnecessary lengths of time.
 18. No waterbeds are to be installed in the premises without prior written consent of Managing Agent. If said permission is granted, Tenant agrees to sign and abide by rules of Waterbed Addendum and to furnish Managing Agent with copy of waterbed liability Insurance policy prior to installation of waterbed.
 19. Security deposit **SHALL NOT** be used as last month's rent.
 20. If you are found to be in violation of the Federal Drug Enforcement Act of 1988 or in violation of HRS Chapter 712A of July 1, 1990 which includes association of certain crimes such as murder, kidnapping, gambling, promoting detrimental drugs or intoxicating compounds, promotion of marijuana, manufacture, sale or distribution of controlled substances your tenancy will be immediately terminated even if you have a fixed lease.
 21. **NO DISTURBANCE:** Tenant(s) will not disturb others or keep them from enjoying their premises or any common facilities at any time. Tenant(s) will not play loud music, percussion, audio or video instruments or cause any loud or offensive sounds.
 22. If the unit is for sale, Tenants agree that upon 48 hours notice, they will cooperate fully with showing of the unit to prospective buyers by a Real Estate Sales Agent. If unit is sold, tenant agrees to vacate upon 45 days Notice to Vacate.
 23. Television, VCR, microwave, telephone and any other electronic equipment or furnishings will not be replaced or repaired by Owner if broken. Tenant is responsible for replacing and/or repairing any furnishings broken due to tenant's negligence.
 24. Early Termination of Rental Agreement. (IF OWNERS CONSENT TO EARLY TERMINATION OF RENTAL AGREEMENT ("BREAKING OF LEASE"), Tenant shall be responsible for the following:
 - a. Tenant shall provide Managing Agent with 30 days written notice of intent to terminate along with Tenant's reasons for termination request. All signatures of tenants named on Rental Agreement must appear on termination notice.
 - b. Managing Agent is authorized to advertise property for rent at fair market rental rate at Tenant's expense.
 - c. If property cannot be rented at the same rate as current Rental Agreement, Tenant shall be charged the difference in rental rate for the remainder of the term of the existing lease end rental rate of new lease.
 - d. Tenant shall fully cooperate with all showings necessary to re-rent the unit. (Your full cooperation will minimize your costs relative to breaking lease).

Tenant's Initials _____ Date _____

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- e. All prospective tenants must complete Application process of Managing Agent and Managing Agent shall make the final determination of which application shall be accepted.
 - f. Tenant shall be responsible for paying rent until date of occupancy of new Tenant.
 - g. In addition to the above terms, there will be a **lease Breaking Fee of \$5,550.00.**
25. All keys must be returned to Managing Agent at the time of checkout. Tenant shall be responsible for rent on a prorata daily basis until all keys are returned. Tenant agrees to pay a lock re-keying charge as well as \$25 per key if all keys are not returned at time of check-out.
26. Check-out inspections will not be conducted until all applicable items listed below in “Checklist for Vacating Tenants” has been completed. Check-out inspections will be done during normal business hours.
27. Checklist for vacating tenants is included in this Addendum and has been received by Tenant as part of this Addendum.

CHECKLIST FOR VACATING TENANTS – RECEIVED BY TENANT AT OCCUPANCY – THINGS TO BE DONE UPON VACATING RENTAL UNIT IF APPLICABLE: If tenant does not complete the items below, Prudential Commercial Services Iwado Realty, Inc. may charge, and tenant agrees to pay, a 10% service fee on all costs billed to tenant for completion of the items below.

- Yard mowed and trimmed. Rubbish hauled away.
- Drapes professionally cleaned, paid receipt provided to Managing Agent.
- Carpets professionally cleaned, paid receipt provided to Managing Agent.
- Light fixtures cleaned -replace all non-working light bulbs.
- Refrigerator cleaned inside/outside. Moved and cleaned underneath. Leave all doors open if electricity is turned off.
- Stove, stovetop, and racks cleaned. Replace drip pans.
DO NOT USE OVEN CLEANER ON CONTINUOUS CLEANING OVENS!
- Stove hood and filter, cleaned and degreased.
- Dishwasher and compactor cleaned.
- Shower/tub, shower door, grout, caulking scrubbed & soap film removed.
- Toilet, bathroom floors (Including behind toilet) cleaned.
- Tile floors stripped and waxed.
- Air conditioner cleaned, unit wiped, and filter cleaned.
- Lanais, sidewalks swept.
- Decks washed down.
- All shelves, cupboards stripped of shelf paper & wiped out.
- Garage/carports/driveways degreased, washed down.
- Washer/dryer cleaned including lint trap.
- All trash bagged and hauled away.
- Windows cleaned inside and out.
- Window sills/tracks cleaned.
- All window/sliding door screens repaired (if needed) and washed.
- Storage areas emptied and cleaned.
- Walls cleaned, tapes/hangers removed, holes repaired & repainted (NO SPOT PAINTING ALLOWED-paint entire wall).

Tenant's Initials _____ Date _____

PLEASE BE SURE TO READ ALL RENTAL AGREEMENT PAGES, FRONT AND REVERSE, BEFORE YOU SIGN BELOW. IF YOU HAVE ANY QUESTIONS, PLEASE ASK THEM AND DISCUSS PROBLEMS BEFORE YOU SIGN. ALL CHANGES OR EXCEPTIONS TO THE RENTAL AGREEMENT OR ADDENDUM(S) MUST BE IN WRITING AND INITIALED BY TENANT(S) AND MANAGING AGENT. YOUR SIGNATURE BELOW MEANS THAT YOU FULLY UNDERSTAND AND AGREE TO ALL TERMS OF THE RENTAL AGREEMENT AND ADDENDUM(S).

Date

Date

MANAGING AGENT:
PRUDENTIAL COMMERCIAL SERVICES IWADO REALTY

BY:
 ITS:

Date