

# Resolution

No. 26-3

## AUTHORIZING A ONE-YEAR EXTENSION TO GRANT OF LEASE OF COUNTY REAL PROPERTY TO NA HALE KUPUNA LESSEE

E ‘AE E ANA I KA HO‘OLOA MAKAHIKI ‘EKAHI O KA MĀLA PAPA‘I ĀINA O KE  
KAONA I HĀ‘AWI IA IĀ NĀ HALE KUPUNA, KA MEA HO‘ŌLIMALIMA

WHEREAS, on December 23, 2024, the Maui County Council adopted Resolution 24-202, attached as Exhibit “1,” authorizing a grant of lease under the Na Hale Kupuna Project to the Lessee for a term from January 1, 2025 to December 31, 2025; and

WHEREAS, the Na Hale Kupuna Project is an affordable housing initiative for low-income senior residents displaced from their housing due to the August 2023 Maui Wildfires disaster, which is managed by the J. Walter Cameron Center and administered by the County of Maui Community Development Block Grant program; and

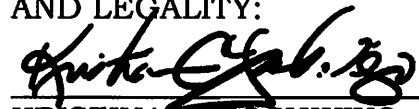
WHEREAS, the County and the Lessee desire to extend the lease for a period of one year under the same terms and conditions described in Resolution 24-202; and

WHEREAS, under Section 3.36.090, Maui County Code, the Maui County Council may authorize a grant of lease of County real property by resolution; now, therefore,

BE IT RESOLVED by the Council of the County of Maui:

1. That it authorizes a one-year extension to grant of lease of County real property to Na Hale Kupuna Lessee;
2. That it authorizes the Mayor to execute any documents and take all necessary actions to effectuate the intent of this Resolution; and
3. That certified copies of this Resolution be transmitted to the Mayor; Director of Finance; Director of Housing, and Ceasar Gaxiola, Executive Director of the J. Walter Cameron Center.

APPROVED AS TO FORM  
AND LEGALITY:

A handwritten signature in black ink, appearing to read "Kristina C. Toshikiyo", is written over a horizontal line.

KRISTINA C. TOSHIKIYO

Deputy Corporation

Counsel County of Maui

LF 2025-1735

2025-10-30 Reso Extension-Na Hale Kupuna Lessee

EXHIBIT "1"

# Resolution

**No.** 24-202

**AUTHORIZING A GRANT OF LEASE OF COUNTY REAL PROPERTY  
TO NA HALE KUPUNA LESSEE**

WHEREAS, the Na Hale Kupuna Project is an affordable housing initiative for low-income senior residents displaced from their housing due to the August 2023 Maui Wildfires disaster, which is managed by the J. Walter Cameron Center and administered by the County of Maui, Community Development Block Grant Program; and

WHEREAS, Na Hale Kupuna Lessee, a kupuna displaced by the August 2023 Maui Wildfires, desires to obtain a lease from the County of Maui for a condominium unit; and

WHEREAS, the real property that Na Hale Kupuna Lessee desires to lease is described in the Lease Agreement attached hereto as Exhibit "A", however, in order to respect the privacy of the Na Hale Kupuna Lessee, that person's identifying information has been redacted from the Lease Agreement attached to this resolution; and

WHEREAS, the form of the application of the Na Hale Kupuna Lessee to participate in the Na Hale Kupuna affordable housing project, as opposed to the completed application, is attached hereto as Exhibit "B" in order to respect the privacy of the Na Hale Kupuna Lessee, and

WHEREAS, pursuant to Maui County Code Section 3.36.090, the Council of the County of Maui may authorize the grant of a lease of County real property by resolution; now therefore,

**BE IT RESOLVED** by the Council of the County of Maui:


1. That Na Hale Kupuna Lessee be granted the right to occupy the real property described in the Lease Agreement attached hereto as Exhibit "A" in accordance with the terms and conditions of the proposed Lease Agreement, at an annual rental at the amount and for the term as described in the Lease Agreement, unless sooner terminated as provided in the Lease Agreement; and

**Resolution No. 24-202**

2. That the Mayor and Director of Finance or their authorized designees are authorized to execute the proposed Lease Agreement, any amendments thereto, and all other necessary documents related to the proposed Lease; and

3. That certified copies of this Resolution shall be transmitted to the Mayor, the Director of Finance, the Director of the Community Development Block Grant Program, and the Executive Director of the J. Walter Cameron Center.

**APPROVED AS TO FORM AND LEGALITY**

  
\_\_\_\_\_  
**ANDREW V. NELSON**  
Deputy Corporation Counsel  
LF 2024-  
2024-12-11 Reso NHK Program Lease

INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "Chris K. Lee", is written over a horizontal line.

Upon the request of the Mayor,



# Nā Hale Kupuna

## Lease Agreement

This residential Lease Agreement is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ between the COUNTY OF MAUI, a political subdivision of the State of Hawaii, as Landlord (hereinafter referred to as "Landlord") and [REDACTED] as Tenant (hereinafter referred to as "Tenant").

We lease to you, and you rent from us the premises, described as follows:

A 1 bedroom, 1 bathroom, dwelling unit designated as D105,  
the residence address at 3740 L. Honoapiilani Hwy Lahaina  
together with fixtures, accessories, and the following appliances and furniture:  
Refrigerator, Range, Water Heater, Smoke Alarm(s), and:  
Dishwasher, washer/dryer, microwave, ceiling fans

The Lease Agreement is subject to the following terms, conditions, covenants, and agreements:

### A. Regulations

This Lease Agreement and your occupancy are governed by the Landlord's program requirements. If any terms or conditions of this Lease Agreement are inconsistent with regulations of this agency, then the agency regulations shall control.

### B. Term

This Lease Agreement will begin on 1/01/2025 and will end on 12/31/2025, or until terminated either by you or us as provided in this Lease Agreement.

### C. Rent

a. The (use contract rent) initial rent for the premise is \$ [REDACTED] per month.

Starting on: \_\_, and ending on: NA, your partial contract rent will be \$ NA,  
your partial rental subsidy amount will be \$ NA, and your partial adjusted rent will be  
\$ NA.

Starting on: 1/01/2025, your contract rent will be \$ [REDACTED], your  
rental subsidy will be \$ [REDACTED], and your adjusted rent will be  
\$ [REDACTED].

b. Rent is to be paid by you or on behalf of you to us at:

J. Walter Cameron Center  
95 Mahalani Street  
Wailuku, Hawaii, 96793

- c. Rent shall be paid, in advance, or before the first day of each month and is late on the sixth day. If rent is not paid before the sixth day, you will be charged a late rent fee of \$25.00.
- d. Rent shall be adjusted periodically in accordance with Section D

#### **D. Income Certification and Re-certification & Adjusted Rent**

Your eligibility for this rent and any rent adjustments are based on information that you have provided to us regarding your household income, assets, and household size. A re-certification may be requested by the head of household if there is a decrease in household income. You agree that all such information regarding household size, income and assets provided to us is true, complete and correct to the best of your knowledge. You further agree that you have a duty to update information if circumstance change and that failure to provide such information, or providing false or misleading information, will result in the termination of your occupancy and eviction from the premises.

#### **E. Security Deposit**

You will pay, in advance of occupying the unit, a security deposit in the amount of \$           , which shall not exceed the contract rent for one (1) month. We may apply the deposit, after you vacate the premises, to repair any loss or damage caused by you or your guest to the premises or development other than normal wear and tear. Also, we may apply the deposit for the payment of rent due and owing from you. Within fourteen (14) days after you vacate the premises, we will repay the security deposit without interest, less any amounts deducted, to you at your forwarding address or such other address as you may designate in writing. At the same time, we will provide you with a written itemized statement describing the reason for and the cost of any deductions from the deposit as per Hawaii law.

#### **F. Utilities**

You will pay for telephone service and electric. You are responsible for setting up services with these agencies. These services are not included in your rent. If cable services are currently provided by the Homeowner's Association, you will be responsible for the cable box, remote controls and any applicable rental fees and charges.

#### **G. Use**

- a. Only Person(s) named on your Lease Agreement may reside in your unit. You shall use the premises as, and only as, your primary place of residence. You shall not permit any illegal activity or use on the premises.

The premises shall be occupied only by member(s) of your household, consisting of:

  1   Adults (anyone over 18 years of age) and  
       Children (anyone under 18 years of age)



with the following names and no other. You must report any changes to your household composition. You must inform us in writing and receive written approval from us prior to allowing any other person to reside in the unit or visit, for longer than 7-days, in any 30-day period.

Name

Date of Birth

Social Security #

\_\_\_\_\_

- b. Project regulations set forth minimum and maximum household sizes. If, as a result of a change in the number of persons in your household, your household size decreases to below the minimum or increases to above the maximum allowed under the regulations for your unit size, we may terminate this lease agreement or, at our option, require that you move to a different-sized unit.

## **H. Maintenance and Appliances**

You shall keep the premises and all fixtures, accessories, and appliances in a clean, sanitary, and safe condition. Refrigerators, Stoves, and Water Heaters are included in the unit. Some units may have a washer and dryer combo, dishwasher, disposal and /or microwave oven in the unit and it may not be repaired or replaced. Contact the Property Management Company to report any repairs to the unit and/or appliances.

If you or your guests cause or permit damage to the premises, you shall be liable for the cost of repair.

## **I. Remodeling and Alterations**

You shall not undertake any remodeling, redecoration, or alteration, including built-in shelving, painting, wallpapering, and window covering, to the premises without receiving prior written approval.

## **J. Rules**

You shall comply with written rules we issue, Na Hale Kupuna's House Rules and HOA Property House Rules, regarding use of the premises and common areas. Any amendment to the rules shall be effective 30 days after the notice thereof to you. You shall not cause or permit on the premises or common area, excessive noise or any other activity that disturbs the peace and quiet of other residents or neighbors. You shall not cause or permit any activity constituting a nuisance on or about the premises or which adversely affects the health or safety of any person, nor shall you interfere with the management of the premises. By initialing as provided, you acknowledge receipt of a copy of such rules, a copy of which is attached to and made a part of this lease. \_\_\_\_\_(Initials).

Any fines issued for failing to comply with these house rules will be the responsibility of the Tenant and shall be included in your rent statement along with the notice of violation.

## **K. Sublease or Assignment**

You shall not sublease or assign this Lease Agreement or any portion thereof. If you attempt to sublease





or assign this Lease Agreement, the Lease Agreement shall be null and void and no right to occupy the premises shall arise from any attempted sublease of assignment.

## **L. Entry and Inspection**

We, or our agent, may enter and inspect the premises after giving reasonable notice to you for the purpose of:

- a. Making necessary or agreed upon repairs.
- b. Inspecting for compliance with the terms of this Lease Agreement;
- c. Showing the premises to prospective lenders, purchasers, residents, contractors, repair workers, or representative from the project.
- d. Performing contracted pest control services.
- e. Conducting annual and any other inspections.

Twenty-four hours or more notice shall be considered reasonable notice for the purpose of entry and inspection. In addition, we, or our agent, may enter the premises without notice, if necessary, in any emergency.

## **M. Joint Responsibility**

At least one member of the household must be 62 years of age or older. Further, you must not be under the care of a parent or guardian to sign this Lease Agreement. You acknowledge that this Lease Agreement is between us and each person executing this lease agreement jointly and individually. In the event of default by anyone, each and every person who executed the Lease Agreement shall be responsible for payment of the total rent stated in Section C or amended by Section D and all other provisions of the Lease Agreement.

## **N. Hold Harmless and Waiver**

**Tenant's Personal Property:** You agree to keep all your personal property (including your automobile, household furniture, valuables, etc.) in or around your unit or premises at your own risk. The Landlord will not be responsible for loss or damage to your personal property caused by theft, fire, water damage or any other cause.

**Injury or Damage Caused to Tenant:** The Landlord shall not be responsible for any injuries or damage caused to you, your family, guests or agents while in the unit or on the premises, unless the injury or damage is a direct result of any act or omission on the part of the Landlord in carrying out its responsibilities under the Lease Agreement.

**Landlord's Right to Deny Access:** You agree that it will be the Landlord's right to deny any and all undesirable person's access to your unit or any part of the premises at any time.

**Indemnity:** You agree that while you, your family and guests use or live on the premises, the Landlord shall not be held responsible for:



- a. Any kind of damage (including damage to property, personal injury and wrongful death);
- b. Accident or fire on premises;
- c. Any kind of nuisance;
- d. Any failure by you, members of your household or your guests to observe the provisions of the Lease Agreement;
- e. Provided none of the above results from acts or omissions whether intentional or negligent on the part of the Landlord in carrying out Landlord's responsibilities under the Lease Agreement

## **O. Possession**

If we are unable to deliver possession of the premises at the time the Lease Agreement begins, we shall not be liable for any damage caused thereby, nor shall this Lease Agreement be void or voidable, but you shall not be liable for rent until possession is delivered. You may terminate this Lease Agreement by written notice to us if possession is not delivered within three days of the beginning of the terms of this Lease Agreement.

## **P. Your Obligations**

You agree to:

- a. Comply with all obligations imposed upon you by applicable provisions of state and local building codes materially affecting health and safety.
- b. Keep the premises and such other areas, as may be assigned for your exclusive use, in a decent, clean, sanitary, and safe condition and the inside of premises maintained according to acceptable housekeeping standards.
- c. Dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner including Section 4 of the House Rules.
- d. Use only in a reasonable manner and in a manner designed to conserve gas, electricity and water: all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances.
- e. Promptly notify us of the need of repairs to the premises and known unsafe conditions in the common areas and grounds of the project.
- f. Refrain from and cause your household and guests to refrain from destroying, defacing, or removing any part of the premises or project, including placing contact paper, decals, or paint on the premises.
- g. Pay for repairs or damage to the premises, project building, facilities, or common areas that you or your household or guests intentionally or negligently caused.
- h. Conduct yourself and cause other persons who are on the premises with your consent to conduct themselves in a manner which will not disturb neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary



condition.

i. Refrain from any illegal activities.

j. **ASSIGNED PARKING STALL #244**. Park in assigned parking areas and cause guests to park only in the assigned VISITOR parking and not park in resident parking areas, common driveways or lawn areas, and not block access to other residents or emergency vehicles.

k. Comply with the written rules described in Section J above.

## **Q. Our Obligations**

We agree to:

a. Comply with the requirements of applicable state and local building and housing codes and regulations materially affecting health and safety.

b. Within a reasonable time, make necessary repairs to the premises to keep them in habitable condition.

c. Keep project building, facilities, and common areas, not otherwise assigned to tenants for maintenance and upkeep, in a clean and safe condition.

d. Maintain in good and safe working order and condition smoke detectors, electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by us.

## **R. Termination and Eviction**

a. You may terminate residency by giving 28 days advanced written notice to us. If you do not give the full 28-day notice, you shall be liable for the rent up to the end of the 28 days from which notice was required, or to the date the unit is re-rented, whichever comes first. You agree to vacate the premises no later than the expiration date of such notice, remove all your personal property, and leave the premises clean and in good repair, normal wear and tear excepted.

b. We may terminate your residency in the premises, if after the household size certification required by Section D of this Lease Agreement, you no longer meet the occupancy standards for the premises. You shall vacate the premises no longer than sixty days from such receipt of notice of termination.

c. If the unit you occupy is subject to state or federal rules governing low-income housing tax credits, those eligibility provisions shall govern continued eligibility for occupancy.

d. We may terminate this Lease Agreement and, if necessary, evict you if:

1. You fail to move out of the premises on or before the effective date of termination given in the notice required in Subsection R-(a) above.

2. You materially breach the terms of this Lease Agreement. A material breach means:



- (a) Nonpayment of rent or any financial obligation under the Lease Agreement after expiration of a 5-Day Pay or Quit Notice. or
  - (b) Four or more late rent payments within any 12-month period received after the fifth day of the month, or four or more lease violations of any kind in any 12-month period.
  - (c) Failure to reimburse us within 30 days or other reasonable time agreed upon by you and us for repairs required to maintain the premises (Section H of this Lease Agreement), or
  - (d) A breach resulting in damages to the premises or any other portion of the project, or
  - (e) A breach which adversely affects the health, safety, or quite enjoyment of any resident or visitor to the premises, or
  - (f) A breach which interferes with our responsibilities.
  - (g) Any illegal activities.
3. You fail or refuse to provide the income information upon income certification required by Section D of the lease agreement or intentionally provide false or incomplete information.

(a) Any notice of termination or eviction shall contain a statement of the facts constituting the cause for the termination or eviction. In any eviction we shall have the right to recover reasonable attorney fees and costs in addition to any other judgements.

## **S. Waiver**

Our failure to insist upon the strict performance of the terms, covenants, agreements, and conditions contained herein, or any of them, shall not constitute, or be construed as a waiver or relinquishment of our right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

## **T. Additional Lease Provisions**

Additional provisions are incorporated and attached to this Lease Agreement as:

- (1) Rules and Regulations/House Rules
- (2) Lease Addendum of Drug and Crime-Free Housing
- (3) Mold/Moisture Disclosure Statement / Mold & Mildew Addendum
- (4) Satellite Dish Installation Form
- (5) Bed Bug Addendum
- (6) No Smoking Addendum
- (7) VAWA- HUD-5382, HUD-5383
- (8) Security Deposit Lease Agreement
- (9) Inspection Reports
  - i. Move-in/Move-out Inspection Report
  - ii. Inspection of Appliances



## U. Acknowledgement and Agreement

By signing below, you are acknowledging that you understand and agree to all the terms and conditions of this Lease Agreement. As consideration for your continued fulfillment of the terms and conditions of this lease, we agree that you may, during the effective period of this lease, have and enjoy the use of the premises described above

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Tenant

\_\_\_\_\_  
Date

### COUNTY OF MAUI:

By \_\_\_\_\_  
RICHARD T. BISSEN, JR.  
Its Mayor

By \_\_\_\_\_  
MARCY MARTIN  
Its Director of Finance

### APPROVAL RECOMMENDED:

\_\_\_\_\_  
PATIENCE M.K. KAHULA  
CDBG Program Director

### APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
ANDREW V. NELSON  
Deputy Corporation Counsel



## Exhibit "B"

For Official Use Only

## Housing Application for Nā Hale Kupuna

*Please complete this application in its entirety and please print clearly.*

## Eligibility Requirements

1. Did the Primary APPLICANT occupy a primary residence that was damaged or destroyed by the Maui Wildfire? ☐ YES ☐ NO
2. Is the Primary APPLICANT 62 years or older? ☐ YES ☐ NO
3. Is your current gross combined annual household income less than the income limits in Chart A (attach Household Income Sheet)? ☐ YES ☐ NO

Chart A	
Household Size	*Gross Annual Household Income
1 Person	\$ 69,850
2 Persons	\$ 79,800
3 Persons	\$ 89,800
4 Persons	\$ 99,750
5 Persons	\$107,750

1.

\*Annual income amounts are determined by HUD.

\*Income determinations are applicable for Kahului-Wailuku-Lahaina.

Primary Applicant Phone Number:

Primary Applicant Email:

## A. Applicant Information

PRIMARY APPLICANT				CO-APPLICANT			
<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Chose not to respond				<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Chose not to respond			
Last Name		First Name		Last Name		First Name	
Middle Initial				Middle Initial			
Date of Birth		Social Security Number		Date of Birth		Social Security Number	
HOUSEHOLD COMPOSITION: Including yourself, how many adults: _____ children: _____							



Current Physical Address:	Current Physical Address:
House Number, Street, Unit      City      State      Zip code	House Number, Street, Unit      City      State      Zip code
Mailing Address (if different)	Mailing Address (if different)
P.O. Box or Street Address      City      State      Zip code	P.O. Box or Street Address      City      State      Zip code

Employer Name	Employer Name
Employer Phone:	Employer Phone:
Employer Contact:	Employer Contact:

CO-APPLICANT	CO-APPLICANT
<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Chose not to respond	<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Chose not to respond
Last Name      First Name      Middle Initial _____ / /      XXX-XX- Date of Birth      Social Security Number	Last Name      First Name      Middle Initial _____ / /      XXX-XX- Date of Birth      Social Security Number
Current Physical Address:	Current Physical Address:
House Number, Street, Unit      City      State      Zip code	House Number, Street, Unit      City      State      Zip code
Mailing Address (if different)	Mailing Address (if different)
P.O. Box or Street Address      City      State      Zip code	P.O. Box or Street Address      City      State      Zip code

Employer Name	Employer Name
Employer Phone:	Employer Phone:
Employer Contact:	Employer Contact:



Please indicate your current housing status:

☐ Rent   ☐ Temporary Housing   ☐ Living with Family/Friends   ☐ Other \_\_\_\_\_

Have you received notice to vacate your current residence?   ☐ YES   ☐ NO

If YES, please provide the date you are required to vacate \_\_\_\_\_

**B. Other Household Member(s) – Minors or Fulltime Students**

	Full Legal Name	Relationship to Applicant	Date of Birth	Age	Social Security #	Citizen
1						Y / N
2						Y / N
3						Y / N

**C. Real Property**

1. Do you own real property on Maui?   ☐ Yes   ☐ No

IF YES, please provide: \_\_\_\_\_  
Property Address                      City                      State                      Zip Code

Property type:   ☐ Primary Residence   ☐ Second Property   ☐ Vacant Land  
☐ Other. Please describe \_\_\_\_\_

Property is owned by:   ☐ Applicant   ☐ Co-Applicant   ☐ Other

Did you occupy this property as your primary residence?   ☐ Yes   ☐ No

Was the property damaged by the Maui Wildfires to the extent it is not habitable?  
☐ Yes   ☐ No

2. Do you own other real property?   ☐ Yes   ☐ No

IF YES, please provide: \_\_\_\_\_  
Property Address                      City                      State                      Zip code

Property type:   ☐ Primary Residence   ☐ Second Property   ☐ Vacant Land  
☐ Other. Please describe \_\_\_\_\_

Property is owned by:   ☐ Applicant   ☐ Co-Applicant   ☐ Other





Did you occupy this property as your primary residence? ☐ Yes ☐ No

Was the property damaged by the Maui Wildfires to the extent it is not habitable?  
☐ Yes ☐ No

#### D. Vehicles:

A minimum of one (1) assigned parking stall will be provided as previously determined by the Unit's Homeowner's Association. To be eligible for a parking permit, vehicles must be current on vehicle registration, safety check and insurance.

Number of Vehicles in Household: \_\_\_\_\_

#### E. Additional Information

☐ Yes ☐ No 1. Do you have a statement from your physician, which requires you to have a handicap accessible unit? (Please complete attached Verification of Disability form)

☐ Yes ☐ No 2. If there are no handicap units available, are you still interested in renting another apartment that is not handicap-accessible?

☐ Yes ☐ No 3. Do you own any pets? If yes, describe (maximum weight is 30lbs).

☐ Yes ☐ No 4. Do you currently possess a HUD rental housing voucher?

#### F. Criminal History

☐ Yes ☐ No 5. Have you or any member in your household been evicted by court action from any housing?

☐ Yes ☐ No 6. Are any household members subject to lifetime sex offender registration in any state? If yes, which state(s)?

☐ Yes ☐ No 7. Have you or any other member on this application ever been convicted of any offense against the law? (Omit traffic violations and any offense tried in juvenile court.) If yes, list each offense and the date (attach a separate sheet, if necessary):

#### G. Rental History

Present Landlord:	How Long?
Landlord Address:	Phone Number: ( ) -
Reason for leaving?	



Previous Landlord:		How Long?
Landlord Address:		Phone Number: ( ) -
Reason for leaving?		
Previous Landlord:		How Long?
Landlord Address:		Phone Number: ( ) -
Reason for leaving?		

#### H. Personal Reference

Name:		Phone Number: ( ) -
Mailing Address:		
Name:		Phone Number: ( ) -
Mailing Address:		
Name:		Phone Number: ( ) -
Mailing Address:		

#### I. Location Requested

☐ Lahaina      ☐ Kihei      ☐ Wailuku      ☐ No Preference

#### J. Accessibility

☐ Require handicap accessible unit  
☐ Require ground floor unit  
☐ No preference

#### K. Applicant Certification & Authorization

I hereby certify that my application for Na Hale Kupuna Housing is for a unit to be occupied by me as my primary residence. I further certify that I will NOT maintain a separate subsidized rental unit in another location. I understand that I must pay a security deposit for this unit prior to occupancy.

I understand that the eligibility requirements for the NHK Program and confirm that: 1) I am the applicant and I am age 62 years or older, and 2) my combined household income does not exceed 80% of HUD's annual income determination, and 3) I occupied a primary residence at the time of the Maui



Wildfire, and 4) my primary residence was damaged or destroyed by the Maui Wildfire to the extent it is no longer habitable.

I certify that the information provided is true and correct to the best of my knowledge. I understand that false statements or withholding information from the County of Maui, CDBG Program Office are punishable under Federal law and may lead to cancellation of this application and/or termination of a lease agreement, and/or recapture of grant funds expended.

I hereby authorize the agents of Na Hale Kupuna Project to verify any information contained in the rental application at any time, including but not limited to, verification of residency, employment, income, assets, and landlord references. I understand that this verification process may include obtaining performance/credit reports as well from various consumer reporting agencies and specifically authorizes the agents of Na Hale Kupuna Project to obtain such reports as allowed by the Fair Credit Reporting Act and any information related to criminal activities.

This application is for preliminary screening use only and does not obligate the County of Maui, CDBG Program Office or the agents of Na Hale Kupuna Project to execute a rental agreement or deliver possession of the premises.

**IF THE PROJECT OFFICE IS UNABLE TO CONTACT ME AT THE PHONE NUMBER OR EMAIL PROVIDED, MY APPLICATION WILL BE CANCELED WITHOUT FURTHER NOTICE.** I also understand that the Project Office assumes NO responsibility for applications NOT received.

Signature (Primary Applicant)

Date



**COUNCIL OF THE COUNTY OF MAUI**

**WAILUKU, HAWAII 96793**

**CERTIFICATION OF ADOPTION**

**It is HEREBY CERTIFIED that RESOLUTION NO. 24-202 was adopted by the Council of the County of Maui, State of Hawaii, on the 23rd day of December, 2024, by the following vote:**

<b>MEMBERS</b>	<b>Alice L. LEE Chair</b>	<b>Yuki Lei K. SUGIMURA Vice-Chair</b>	<b>Tom COOK</b>	<b>Gabriel JOHNSON</b>	<b>Natalie A. KAMA</b>	<b>Tamara A. M. PALTIN</b>	<b>Keari N. W. RAWLINS- FERNANDEZ</b>	<b>Shane M. SINENCI</b>	<b>Nohelani U'U-HODGINS</b>
<b>ROLL CALL</b>	<b>Aye</b>	<b>Aye</b>	<b>Aye</b>	<b>Excused</b>	<b>Excused</b>	<b>Excused</b>	<b>Aye</b>	<b>Aye</b>	<b>Aye</b>

  
\_\_\_\_\_  
COUNTY CLERK



# Nā Hale Kupuna

## Lease Agreement

This residential Lease Agreement is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ between the COUNTY OF MAUI, a political subdivision of the State of Hawaii, as Landlord (hereinafter referred to as "Landlord") and Patrick Carpenter as Tenant (hereinafter referred to as "Tenant").

We lease to you, and you rent from us the premises, described as follows:

A 1 bedroom, 1 bathroom, dwelling unit designated as D105,  
the residence address at 3740 L. Honoapiilani Hwy Lahaina  
together with fixtures, accessories, and the following appliances and furniture:  
Refrigerator, Range, Water Heater, Smoke Alarm(s), and:  
Dishwasher, Washer/Dryer, Microwave, Ceiling Fans

The Lease Agreement is subject to the following terms, conditions, covenants, and agreements:

### A. Regulations

This Lease Agreement and your occupancy are governed by the Landlord's program requirements. If any terms or conditions of this Lease Agreement are inconsistent with regulations of this agency, then the agency regulations shall control.

### B. Term

This Lease Agreement will begin on 01/06/2026 and will end on 01/05/2027, or until terminated either by you or us as provided in this Lease Agreement.

### C. Rent

a. The (use contract rent) initial rent for the premise is \$2,000.00 \_\_\_\_\_ per month.

Starting on: NA, and ending on: NA, your partial contract rent will be \$ NA, your partial rental subsidy amount will be \$ NA, and your partial adjusted rent will be \$ NA.

Starting on: 01/01/2026, your contract rent will be \$ 2,000.00, your rental subsidy will be \$ 1,700.00, and your adjusted rent will be \$ 300.00.

b. Rent is to be paid by you or on behalf of you to us at:

J. Walter Cameron Center  
95 Mahalani Street  
Wailuku, Hawaii, 96793

- c. Rent shall be paid, in advance, or before the first day of each month and is late on the sixth day. If rent is not paid before the sixth day, you will be charged a late rent fee of **\$25.00**.
- d. Rent shall be adjusted periodically in accordance with Section D

#### **D. Income Certification and Re-certification & Adjusted Rent**

Your eligibility for this rent and any rent adjustments are based on information that you have provided to us regarding your household income, assets, and household size. A re-certification may be requested by the head of household if there is a decrease in household income. You agree that all such information regarding household size, income and assets provided to us is true, complete and correct to the best of your knowledge. You further agree that you have a duty to update information if circumstance change and that failure to provide such information, or providing false or misleading information, will result in the termination of your occupancy and eviction from the premises.

#### **E. Security Deposit**

You will pay, in advance of occupying the unit, a security deposit in the amount of **\$300.00 paid 12/24**, which shall not exceed the contract rent for one (1) month. We may apply the deposit, after you vacate the premises, to repair any loss or damage caused by you or your guest to the premises or development other than normal wear and tear. Also, we may apply the deposit for the payment of rent due and owing from you. Within fourteen (14) days after you vacate the premises, we will repay the security deposit without interest, less any amounts deducted, to you at your forwarding address or such other address as you may designate in writing. At the same time, we will provide you with a written itemized statement describing the reason for and the cost of any deductions from the deposit as per Hawaii law.

#### **F. Utilities**

You will pay for telephone service and electric. You are responsible for setting up services with these agencies. These services are not included in your rent. If cable services are currently provided by the Homeowner's Association, you will be responsible for the cable box, remote controls and any applicable rental fees and charges.

#### **G. Use**

- a. Only Person(s) named on your Lease Agreement may reside in your unit. You shall use the premises as, and only as, your primary place of residence. You shall not permit any illegal activity or use on the premises.

The premises shall be occupied only by member(s) of your household, consisting of:

  1   Adults (anyone over 18 years of age) and  
       Children (anyone under 18 years of age)

with the following names and no other. You must report any changes to your household composition.



You must inform us in writing and receive written approval from us prior to allowing any other person to reside in the unit or visit, for longer than 7-days, in any 30-day period.

Name	Date of Birth	Social Security #
<u>Patrick Carpenter</u>	<u>08/15/1959</u>	<u>XXX-XX-XXX1</u>
_____	_____	_____
_____	_____	_____

- b. Project regulations set forth minimum and maximum household sizes. If, as a result of a change in the number of persons in your household, your household size decreases to below the minimum or increases to above the maximum allowed under the regulations for your unit size, we may terminate this lease agreement or, at our option, require that you move to a different-sized unit.

#### **H. Maintenance and Appliances**

You shall keep the premises and all fixtures, accessories, and appliances in a clean, sanitary, and safe condition. Refrigerators, Stoves, and Water Heaters are included in the unit. Some units may have a washer and dryer combo, dishwasher, disposal and /or microwave oven in the unit and it may not be repaired or replaced. Contact the Property Management Company to report any repairs to the unit and/or appliances.

If you or your guests cause or permit damage to the premises, you shall be liable for the cost of repair.

#### **I. Remodeling and Alterations**

You shall not undertake any remodeling, redecoration, or alteration, including built-in shelving, painting, wallpapering, and window covering, to the premises without receiving prior written approval.

#### **J. Rules**

You shall comply with written rules we issue, Na Hale Kupuna's House Rules and HOA Property House Rules, regarding use of the premises and common areas. Any amendment to the rules shall be effective 30 days after the notice thereof to you. You shall not cause or permit on the premises or common area, excessive noise or any other activity that disturbs the peace and quiet of other residents or neighbors. You shall not cause or permit any activity constituting a nuisance on or about the premises or which adversely affects the health or safety of any person, nor shall you interfere with the management of the premises. By initialing as provided, you acknowledge receipt of a copy of such rules, a copy of which is attached to and made a part of this lease. \_\_\_\_\_ (Initials).

Any fines issued for failing to comply with these house rules will be the responsibility of the Tenant and shall be included in your rent statement along with the notice of violation.

#### **K. Sublease or Assignment**

You shall not sublease or assign this Lease Agreement or any portion thereof. If you attempt to sublease



or assign this Lease Agreement, the Lease Agreement shall be null and void and no right to occupy the premises shall arise from any attempted sublease of assignment.

### **L. Entry and Inspection**

We, or our agent, may enter and inspect the premises after giving reasonable notice to you for the purpose of:

- a. Making necessary or agreed upon repairs.
- b. Inspecting for compliance with the terms of this Lease Agreement.
- c. Showing the premises to prospective lenders, purchasers, residents, contractors, repair workers, or representative from the project.
- d. Performing contracted pest control services.
- e. Conducting annual and any other inspections.

Twenty-four hours or more notice shall be considered reasonable notice for the purpose of entry and inspection. In addition, we, or our agent, may enter the premises without notice, if necessary, in any emergency.

### **M. Joint Responsibility**

At least one member of the household must be 62 years of age or older. Further, you must not be under the care of a parent or guardian to sign this Lease Agreement. You acknowledge that this Lease Agreement is between us and each person executing this lease agreement jointly and individually. In the event of default by anyone, each and every person who executed the Lease Agreement shall be responsible for payment of the total rent stated in Section C or amended by Section D and all other provisions of the Lease Agreement.

### **N. Hold Harmless and Waiver**

**Tenant's Personal Property:** You agree to keep all your personal property (including your automobile, household furniture, valuables, etc.) in or around your unit or premises at your own risk. The Landlord will not be responsible for loss or damage to your personal property caused by theft, fire, water damage or any other cause.

**Injury or Damage Caused to Tenant:** The Landlord shall not be responsible for any injuries or damage caused to you, your family, guests or agents while in the unit or on the premises, unless the injury or damage is a direct result of any act or omission on the part of the Landlord in carrying out its responsibilities under the Lease Agreement.

**Landlord's Right to Deny Access:** You agree that it will be the Landlord's right to deny any and all undesirable person's access to your unit or any part of the premises at any time.

**Indemnity:** You agree that while you, your family and guests use or live on the premises, the Landlord shall not be held responsible for:





- a. Any kind of damage (including damage to property, personal injury and wrongful death);
- b. Accident or fire on premises;
- c. Any kind of nuisance;
- d. Any failure by you, members of your household or your guests to observe the provisions of the Lease Agreement;
- e. Provided none of the above results from acts or omissions whether intentional or grossly negligent on the part of the Landlord in carrying out Landlord's responsibilities under the Lease Agreement

#### **O. Possession**

If we are unable to deliver possession of the premises at the time the Lease Agreement begins, we shall not be liable for any damage caused thereby, nor shall this Lease Agreement be void or voidable, but you shall not be liable for rent until possession is delivered. You may terminate this Lease Agreement by written notice to us if possession is not delivered within three days of the beginning of the terms of this Lease Agreement.

#### **P. Your Obligations**

You agree to:

- a. Comply with all obligations imposed upon you by applicable provisions of state and local building codes materially affecting health and safety.
- b. Keep the premises and such other areas, as may be assigned for your exclusive use, in a decent, clean, sanitary, and safe condition and the inside of premises maintained according to acceptable housekeeping standards.
- c. Dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner including Section 4 of the House Rules.
- d. Use only in a reasonable manner and in a manner designed to conserve gas, electricity and water: all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances.
- e. Promptly notify us of the need of repairs to the premises and known unsafe conditions in the common areas and grounds of the project.
- f. Refrain from and cause your household and guests to refrain from destroying, defacing, or removing any part of the premises or project, including placing contact paper, decals, or paint on the premises.
- g. Pay for repairs or damage to the premises, project building, facilities, or common areas that you or your household or guests intentionally or negligently caused.
- h. Conduct yourself and cause other persons who are on the premises with your consent to conduct themselves in a manner which will not disturb neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary



condition.

i. Refrain from any illegal activities.

j. **ASSIGNED PARKING STALL #244.** Park in assigned parking areas and cause guests to park only in the assigned VISITOR parking and not park in resident parking areas, common driveways or lawn areas, and not block access to other residents or emergency vehicles.

k. Comply with the written rules described in Section J above.

## **Q. Our Obligations**

We agree to:

a. Comply with the requirements of applicable state and local building and housing codes and regulations materially affecting health and safety.

b. Within a reasonable time, make necessary repairs to the premises to keep them in habitable condition.

c. Keep project building, facilities, and common areas, not otherwise assigned to tenants for maintenance and upkeep, in a clean and safe condition.

d. Maintain in good and safe working order and condition smoke detectors, electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by us.

## **R. Termination and Eviction**

a. You may terminate residency by giving 28 days advanced written notice to us. If you do not give the full 28-day notice, you shall be liable for the rent up to the end of the 28 days from which notice was required, or to the date the unit is re-rented, whichever comes first. You agree to vacate the premises no later than the expiration date of such notice, remove all your personal property, and leave the premises clean and in good repair, normal wear and tear excepted.

b. We may terminate your residency in the premises, if after the household size certification required by Section D of this Lease Agreement, you no longer meet the occupancy standards for the premises. You shall vacate the premises no longer than sixty days from such receipt of notice of termination.

c. If the unit you occupy is subject to state or federal rules governing low-income housing tax credits, those eligibility provisions shall govern continued eligibility for occupancy.

d. We may terminate this Lease Agreement and, if necessary, evict you if:

1. You fail to move out of the premises on or before the effective date of termination given in the notice required in Subsection R-(a) above.

2. You materially breach the terms of this Lease Agreement. A material breach means:



- (a) Nonpayment of rent or any financial obligation under the Lease Agreement after expiration of a 5-Day Pay or Quit Notice. or
- (b) Four or more late rent payments within any 12-month period received after the fifth day of the month, or four or more lease violations of any kind in any 12-month period.
- (c) Failure to reimburse us within 30 days or other reasonable time agreed upon by you and us for repairs required to maintain the premises (Section H of this Lease Agreement), or
- (d) A breach resulting in damages to the premises or any other portion of the project, or
- (e) A breach which adversely affects the health, safety, or quite enjoyment of any resident or visitor to the premises, or
- (f) A breach which interferes with our responsibilities.
- (g) Any illegal activities.

3. You fail or refuse to provide the income information upon income certification required by Section D of the lease agreement or intentionally provide false or incomplete information.

(a) Any notice of termination or eviction shall contain a statement of the facts constituting the cause for the termination or eviction. In any eviction we shall have the right to recover reasonable attorney fees and costs in addition to any other judgements.

#### **S. Waiver**

Our failure to insist upon the strict performance of the terms, covenants, agreements, and conditions contained herein, or any of them, shall not constitute, or be construed as a waiver or relinquishment of our right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

#### **T. Additional Lease Provisions**

Additional provisions are incorporated and attached to this Lease Agreement as:

- (1) Rules and Regulations/House Rules
- (2) Lease Addendum of Drug and Crime-Free Housing
- (3) Mold/Moisture Disclosure Statement / Mold & Mildew Addendum
- (4) Satellite Dish Installation Form
- (5) Bed Bug Addendum
- (6) No Smoking Addendum
- (7) VAWA- HUD-5382, HUD-5383
- (8) Security Deposit Lease Agreement
- (9) Inspection Reports
  - i. Move-in/Move-out Inspection Report
  - ii. Inspection of Appliances



## U. Acknowledgement and Agreement

By signing below, you are acknowledging that you understand and agree to all the terms and conditions of this Lease Agreement. As consideration for your continued fulfillment of the terms and conditions of this lease, we agree that you may, during the effective period of this lease, have and enjoy the use of the premises described above

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Tenant

\_\_\_\_\_  
Date

### COUNTY OF MAUI:

By \_\_\_\_\_  
RICHARD T. BISSEN, JR.  
Its Mayor

By \_\_\_\_\_  
MARCY MARTIN  
Its Director of Finance

### APPROVAL RECOMMENDED:

\_\_\_\_\_  
JOLIE JENKINS  
CDBG Program Director

### APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
ANDREW V. NELSON  
Deputy Corporation Counsel





# Nā Hale Kupuna

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## House Rules and Regulations

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The rules and regulations contained in this document and the HOA House Rules and Regulations are an important addition to the Lease Agreement that you have signed.

Each Tenant is responsible to become acquainted and comply with its contents. It should be retained on file with your, signed, copy of the Lease Agreement.

This apartment or unit is operated in accordance with the laws, policies and standards prescribed by the Governing Agency.

The information in this document defines Tenant-Management responsibilities. The responsibilities stated herein to be accomplished by the Tenant are not considered more than could be expected of any prudent homeowner or Tenant. Your support will enable us to continue to administer this project and maintain a high standard which will merit your pride as an individual in this community.

**Your personal property (furniture, clothes, vehicles, etc.) is not covered by any insurance policy of the property owner or manager. We urge you to buy a Renters Insurance Policy to cover your personal belongings. These policies are available from almost any general insurance agent.**

For additional assistance from your Landlord, please contact:

J. Walter Cameron Center  
95 Mahalani Street  
Wailuku, Hawaii, 96793

### OFFICE HOURS

Monday thru Friday, 8:30am – 3:30pm, except on holidays. In case of an emergency please call 911.

### A. RENT PAYMENT

Rent payments are to be made to:

J. Walter Cameron Center  
95 Mahalani Street  
Wailuku, Hawaii, 96793

During regular office hours, either in person or by U.S. Mail. Rent is due on or before the first day of each month and no later than the sixth day of each month.



Any Tenant who has not paid their rent by the end of the grace period will be assessed a late rent fee of \$25.00, unless prior written approval has been obtained from the Landlord.

Rent payments are to be made with cashier's check, certified check or money order. There will be an additional charge as allowed by the Management on any check returned by the bank.

Upon payment, the Na Hale Kupuna will provide you with a numbered receipt, showing the amount paid, date, and unit number. **KEEP YOUR RECEIPTS - THEY ARE FOR YOUR PROTECTION!**

## **B. DEFINITIONS OF RESPONSIBILITIES**

Maintenance of the apartment units and cleanliness of the adjoining grounds is a joint responsibility of the Tenant and Na Hale Kupuna. Both are obligated to take care of and to prevent damage to the apartment, the apartment building, and the adjoining grounds, shrubbery and trees.

The Tenant agrees to the following:

- a. No pets or animals of any kind are permitted on the premises without the prior written consent of the Landlord.
- b. To use the laundry facilities at their own risk and to assist in keeping these facilities clean. Not to use the laundry for storage, entertainment or play area. Na Hale Kupuna is not responsible for loss or damage to personal property. Hallways, balconies, railings, fences and patios will not be used for the drying of clothes.
- c. Not to allow the firing of firearms, air rifles, pellet guns, sling shots or other projectile devices on the property, or throw objects at, or from the apartments.
- d. Not to allow skateboarding, roller skating, recreational bicycling or any other similar activity on the premises.
- e. To give the Landlord your current home and work phone number during the term of this Agreement.
- f. No nails, screws or other hanging devices to be attached to the doors, door frames, cabinets or wood surfaces.
- g. No water lines and/or electrical extension cords are to be extended outside the apartment.
- h. Not to allow any person to reside in the unit or visit beyond what is allowed in the Lease Agreement, for longer than a total of 7 days and nights in any 30-day period, without the prior written consent from Na Hale Kupuna.
- i. Not to store any personal property anywhere outside of their unit. Patios and balconies are not storage areas; however, bicycles may be kept on patios and balconies.



- j. If assistance is needed from and provided by the Landlord to re-enter the apartment after 8:00 p.m. and before 8:00 a.m., there will be a \$25.00 charge. Landlord may not be available at any given time. Tenants may hire a locksmith, at their own expense, to open their apartment but may NOT change the lock.
- k. Not to allow objects to be hung, placed on, or suspended from the buildings, fences, or rails on the premises.
- l. No other water filled furniture is allowed unless approved through reasonable accommodation.
- m. Not to alter any lock or install a new lock on any door of the premises without the prior written consent from the Landlord. In case such consent is given, Tenant shall provide the Na Hale Kupuna with a key for the use of the Na Hale Kupuna's right to access the unit.
- n. Door, mailbox keys, and security keys must be returned to the Na Hale Kupuna at the time of vacancy. If not, the resident will be charged the cost of changing the locks and replacing the keys.
- o. Exterior antennas of any kind are prohibited.
- p. Any alteration that will affect the apartment community's outward appearance, such as installing drapes, must be approved, in advance, by management, in writing. No foil, signs, advertisements or similar display shall be affixed to any door, window or exterior wall so as to be visible from the outside of the building.
- q. Not to allow the posting of signs, notices or advertisements on the premises except on the bulletin board.
- r. Not to violate any laws, ordinances or other legal provisions of Federal, State, County or Local Community, and not to conduct a business or any type of "sales" on the property.
- s. Tenants are responsible for the proper control of their guests and to not interfere with ensure the neighbors' right to privacy and peaceful enjoyment of their unit. Tenants, any Tenant's household members or guests are not permitted to play in streets, parking areas, trees, laundry rooms, corridors, walkways, on fences, or in entranceways or stairways.
- t. Damage caused by Tenant or guests will be repaired and charged to the Tenant.
- u. Tenant will keep Tenant's household members or guests from writing on or otherwise damaging floors, sidewalks, and the interior and exterior walls of buildings.
- v. No wading pools will be placed on lawns or any other landscaped areas.
- w. No Barbequing allowed in the unit, on the lanai or in the common area.
- x. No fireworks allowed.



### **C. PARKING AND PARKING AREAS**

- a. Tenant(s) need to register their personal vehicle with the Na Hale Kupuna. You will need to provide your current vehicle description, license number, vehicle registration, vehicle safety check and valid proof of insurance of all vehicles parked on the complex.
- b. Tenant vehicles are to be parked in their designated parking stall.
- c. No repairs or fluid changes may be performed on vehicles anywhere on the premises.
- d. The parking of house trailers, camper shells, motor homes, boats, utility trailers, vehicles used as storage or similar type vehicles is prohibited.
- e. No vehicle may be parked on the premise that is longer than 18 feet or wider than 6 feet or higher than 6 feet without prior written approval of Landlord.
- f. Car washing is not permitted on the premises. Unless allowed by the Property rules at their designated car wash area. Tenant vehicles only.
- g. Inoperative vehicles and vehicles without a current legal license plate or uninsured vehicles are not allowed in parking areas. Tenant(s) agrees that such vehicles will be towed away at their own expense after notification has been placed on the vehicle at least one day (24 hours) prior to the tow.
- h. Do not park in "no parking" areas. These areas must remain clear at all times to permit access by emergency vehicles and service vehicles. Vehicles parked in these areas will be towed immediately at the owner's expense without notice!
- i. Always park between striped lanes. No parking in any other areas.
- j. No unit will have more than the approved number of vehicles on the project at any time without the prior written approval of management. The approved number for this unit is: 1 (one).
- k. No gas-operated vehicles or machines will be stored inside the unit or on patios, breezeways or balconies at any time.
- l. Tenant vehicles causing damage to the parking areas from oil or other leaks must be removed by the Tenant. Tenant agrees that such vehicles may be towed away at their own expense after 72-hours' notice, including weekends and holidays.

### **D. UNIT REPAIR AND MAINTENANCE**

- a. Tenant(s) are responsible for the cleanliness of their apartment as would be expected of a prudent homeowner. Maintenance repair requests need to be reported to Na Hale Kupuna. Request for maintenance must be made by phone or in person to the Na Hale Kupuna's office during normal office hours. No maintenance orders can be taken except through the office. Na Hale Kupuna will make periodic





inspection of each unit upon giving a 24-hour written notice.

- b. All damage to the unit will be charged to the Tenant in possession.
- c. In areas not defined in Section C (f) fine nail picture hangers may be used (not to exceed ¾" long). Large nails or screws are not permitted. Adhesive hangers should be used on concrete block walls.
- d. Window covers: Tenant(s) are responsible for damage beyond normal wear and tear to window coverings provided with the unit, if any. Water stains are the responsibility of the resident, so please close windows when it is raining. Tenant(s) may install their own drapes or other window covering, only, with prior written consent from Na Hale Kupuna.
- e. Modification or extension of the electrical system is prohibited.
- f. Flammable liquids must not be stored in the unit. Anything deemed hazardous to life, limb or property, such as gasoline, kerosene or other combustibles, gun powder or explosives are not allowed in the unit or in the common areas of the property.
- g. Replacement of interior light bulbs is the resident's responsibility.
- h. Place all trash in dumpsters. Flatten or tear apart all boxes and cartons before placing in dumpsters. Garbage not suitable for the garbage disposal should be thoroughly wrapped and placed inside dumpster.
- i. The control of insects and rodents is a joint responsibility of the Tenant(s) and Na Hale Kupuna. Insects and rodents must have food and water to exist and multiply. Good housekeeping practices and cleanliness will eliminate the source of food and water thus reducing the pest population. The Tenant is responsible to take preventative measures such as periodic placement of roach tablets, and spraying in appropriate places. If this fails, assistance should be obtained from management.
- j. To be in compliance with fire codes, keep doorways and halls free of obstruction.

#### **E. MAIL**

- a. Furnish a change of address card to the Post Office. Check with the Post Office as to when a change of address card needs to be completed.
- b. Advise all your correspondents to include your apartment number in the address.
- c. Notify Na Hale Kupuna of all prolonged absences. All mail must be held for you by the post office.

#### **F. QUIET ENJOYMENT**

No resident will make or allow to be made any disturbing noises upon the premises by the resident, the resident's family, employees, agents, visitors, etc., nor permit anything to be done by such persons that will interfere with the rights, comforts, convenience, or quiet enjoyment of other residents. No resident shall play or allow to be played, any musical instrument or operate or allow to be operated a record player, stereo equipment, radio, or television on or in the premises so as to disturb any neighbor. Property Quiet Hours Policy will apply.



## G. ACKNOWLEDGEMENT AND AGREEMENT

Failure of the Na Hale Kupuna to insist on the strict performance of the requirements in the rental Lease Agreement or the rules and regulations or any of them will not constitute a waiver or relinquishment of the Na Hale Kupuna's rights thereafter to enforce any such agreement or rule, but the same shall continue in full force and effect.

These House Rules and Regulations are now become a part of the Lease Agreement.

I also acknowledge that I received and read the Homeowners Association House Rules and Regulations. I also understand and acknowledge that if there is a conflict between these House Rules and Regulations and the Homeowners Association House Rules and Regulations, the stricter of the two shall apply.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate on the date set forth below at the J. Walter Cameron Center located at 95 Mahalani Street, Wailuku, Hawaii 96793.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Co-Tenant

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Na Hale Kupuna

\_\_\_\_\_  
Date:





# Nā Hale Kupuna

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## *Security Deposit Lease Addendum*

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Tenant understands and agrees that to be entitled to the full return of the Tenant Security Deposit upon vacating the unit, the Tenant must do the following:

1. **FULFILL LEASE TERM.** Tenant must fulfill the entire lease term, with the exception of early terminations approved by management for purposes such as military duties or job transfers, if applicable.
2. **GIVE PROPER NOTICE TO VACATE.** Tenant must give proper notice to vacate, as required in paragraph E of the lease Agreement.
3. **PAY ALL RENT DUE.** Tenant must pay all rent and other charges, fees and amounts due and owing to the owner by the date of the move out.
4. **LEAVE THE UNIT WITH NO DAMAGES.** The unit must have no damages beyond ordinary wear and tear. Ordinary wear is any kind of damage or deterioration to the apartment, fixtures, carpet, linoleum, tiles, walls, windows, blinds or appliances that naturally occurs over the useful life of the item, but was not caused by excessive or unreasonable use and treatment by the Tenant and occupants. Ordinary wear and tear do not include damage caused by the Tenant's negligence, misuse, or abuse of the unit.
5. **CLEAN UNIT.** Tenant must thoroughly clean the unit before move-out, including, but not limited to, such items as kitchen appliances (including stove, oven, and Refrigerator); bathroom fixtures and tiles; closets; balconies; and all floors.
6. **VACUUM AND DEEP CLEAN CARPETS.** Tenant must vacuum all carpets and must thoroughly deep clean all carpets belonging to the owner before move-out.
7. **FILL IN HOLES IN WALLS.** Tenant must fill in all nail holes and other holes in walls.
8. **REMOVE ALL DEBRIS AND DISCARD IN DUMPSTER.** Tenant must remove all garbage and debris from the unit and discard it in a designated dumpster (if allowed in property house rules), or take it directly to the County landfill.
9. **REMOVE ALL BELONGINGS.** Tenant must remove all of their belongings from the unit.



10. **SCHEDULE AND COMPLETE A PRE-MOVE OUT INSPECTION.** Tenant must contact the Property Management Company – J. Walter Cameron Center ,at ( 808 ) 244 - 5546 , to schedule a pre-move out inspection, before the tenant move out date.
11. **RETURN ALL KEYS.** Tenant must return all keys to management on the move out date.
12. **LEAVE A FORWARDING ADDRESS.** Tenant must leave management a forwarding address for the return of the tenant security deposit and any other necessary correspondence.
13. **NO RELEASE FROM OTHER RESPONSIBILITIES.** The forgoing shall not release the tenant from any responsibilities or obligations regarding damage to the unit. Both owner and tenant reserve all rights regarding the security deposit.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date





# Nā Hale Kupuna

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## *No-Smoking Addendum*

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This No-Smoking Addendum is entered between the Na Hale Kupuna and the Tenant. This addendum is an integral part of the Lease Agreement between owner and the Tenant.

### Purpose

This addendum is entered between the Na Hale Kupuna and the Tenant with the intention to mitigate the following risks:

- Smoking increases the risk of fire
- The high costs of fire insurance for properties where smoking is permitted
- Adverse health effects of Secondhand smoke
- Secondhand smoke is likely to drift from one apartment to another
- The increased maintenance and cleaning costs associated with smoking

### **A. Definition of Smoking**

Smoking includes inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, and pipe, e-cigarettes or other products containing any amount of tobacco or other similar lighted product.

### **B. Marijuana**

- Although the personal use, possession and growth of marijuana for medical purposes are legal in the State of Hawaii, marijuana is still an illegal Schedule 1 drug, under the Federal Controlled Substances Act. A Schedule 1 drug is a drug that the Federal Government deems to have no accepted medical use and a high risk for dependency.
- Second-hand marijuana smoke has been classified by the Surgeon General as a substance known to cause cancer and other health problems. Drifting smoke and/or vapor from marijuana poses a health risk to other residents, employees and vendors working at the property. The risk is especially high for children and people with certain respiratory and other medical conditions.
- The growth of marijuana in rental properties poses a risk to the property due to potential mold and moisture issues, fires due to over-taxing of and/or modifications to the electrical system.
- Pursuant to Hawaii Department of Health guidelines, an individual or private entity may prohibit or restrict personal possession, smoking, and cultivation of marijuana on the individuals or entity's privately-owned property. Qualified patients may not consume medical marijuana in public.

- e. Tenant, Tenant's household members and/or guests are prohibited from using, possessing or cultivating marijuana, whether for medical or recreational purposes, anywhere on the premises or on the grounds of the property where the premises are located.
- f. For all of the above reasons, the use, possession and/or growing of marijuana for recreational or medical purposes poses an undue financial and administrative burden on Landlord and is not a reasonable accommodation for resident(s)' disability.

### C. No Smoking Rule

Tenant agrees and acknowledges that the areas specified below as smoke free areas and that the tenant or members of tenant's premises or guest of tenant shall not smoke in the areas specified below (please initial each statement):

( ) Smoking is prohibited in the entire area of the building including units, porches, patios, balconies, halls, stairs, front and back yard, this also includes the office, community room, tot lots, laundry rooms and parking lots.

( ) If the property has a designated smoking area, it will be located outside on the common grounds and will be identified by "Designated Smoking Area" signs. These will be the only areas where smoking will be allowed.

### D. No Smoking Signs

Tenant, Tenant's household member and/or guest must abide by all No Smoking Signs posted on the premises".

### E. Promotion of No Smoking Policy

Tenant shall inform guest or visitors about the No Smoking rule and shall promptly give notice to the owner/agent about any incident of violation of the NO Smoking rule.

### F. Disclaimer

Tenant acknowledges the following:

- a. The adoption and/or enforcement of the No Smoking rule shall not make the owner/agent responsible for the Tenant's health or of the smoke-free condition of the Tenant's apartment and the common areas;
- b. Owner/agent's ability to police, monitor, or enforce the No Smoking rule is dependent in significant part on compliance by the tenant and their guests.

Owner/agent specifically disclaims any implied or express warranties that the building, common areas, or resident's premises will have any higher or improved air quality standards that any other rental property.

Owner/agent cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke.



### G. Effect of Breach of No Smoking rule

If the Tenant breaches the No Smoking rule, then owner/agent has the right to issue notice of termination on these grounds alone.

### H. Acknowledgement

The undersigned Tenant(s) acknowledge(s) having read and understood the foregoing, and receipt of duplicate of original.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Co-Tenant

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Na Hale Kupuna

\_\_\_\_\_  
Date:





# Nā Hale Kupuna

## *Drug and Crime-Free Housing Addendum*

In consideration of the execution or renewal of a Lease Agreement of the dwelling unit identified in the Lease Agreement, Landlord and Tenant agree as follows:

- A. Tenant, any members of the tenant's household, any guest and any other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near the premises or the property. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).
- B. Tenant, any member of the tenant's household, any guest and any other person under tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, gang activity, or illegal defacement of property with graffiti, on or near the premises, property, or public property.
- C. Tenant, any members of the Tenant's household, any guest and any person under the Tenant's control will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest.
- D. Tenant, any members of the Tenant's household, any guest and any person under the Tenant's control will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
- E. Tenant, any member of the Tenant's household, any guest and any person under the Tenant's control shall not engage in acts of violence, including but not limited to, the unlawful discharge of firearms, threatening and/or brandishing of weapons likely to cause serious bodily injury, or acts likely to provoke an act of violence on or near property premises.
- F. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material noncompliance with the lease Agreement. It is understood and agreed that a single violation shall be good cause for termination of the lease Agreement. Unless otherwise provided by law, proof of violation under this Addendum shall not require criminal conviction but may exist by a preponderance of the evidence.
- G. In case of conflict between the provisions of this Addendum and any other provisions of the lease Agreement, the provisions of the Addendum shall prevail.

This Lease Agreement Addendum is incorporated into and shall become a part of the original lease Agreement or any renewal of said Lease Agreement between the Landlord and the Tenant.



## Agreement

The undersigned Tenant(s) agree(s) with the terms of this Drug and Crime Free Housing Addendum and acknowledge(s) having read and understood the foregoing, and receipt of duplicate of original.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Co-Tenant

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Na Hale Kupuna

\_\_\_\_\_  
Date:





# Nā Hale Kupuna

## Satellite Dish Installation

Property Name: Maui Lani Terraces

Property Address: 3740 L. Honoapiilani Hwy, Lahaina HI

Apartment #: D105

Renters are now allowed to install dishes or certain other antennas in specific locations. The Federal Communication Commission (FCC) ruling enables residents to install certain dishes on private balconies, porches or other area where the individual tenant has the exclusive use and other tenant do not share such area.

### DISHES ARE PROHIBITED IN THE FOLLOWING AREAS:

- A. **Rooftops or fascia's**
- B. **Windowsills**
- C. **Common use areas such as balconies, stairways or yards**
- D. **Outside walls or fences**

Dishes may be installed on private patios or balconies; however, no part of the dish or antennae may extend beyond the patio or balcony railing line.

No holes may be drilled in patio or balcony railings or window installations. No holes may be drilled in any part of the roof. No holes may be drilled in any exterior wall without prior written consent of the lessor.

Legitimate safety restrictions will be imposed even in areas where dishes or antennas are permitted. For example:

- Fire codes, which prevent installation for evacuation reasons.
- Installations requiring a certain distance from power lines.
- Electrical codes that require certain types of grounding.
- Proper methods of securing antenna

Tenants who wish to install a dish or antenna must secure written consent from the management office before proceeding!

By signing below, I agree to ask management's approval prior to installing any type of Satellite Dish:

Tenant \_\_\_\_\_

Date: \_\_\_\_\_



# Nā Hale Kupuna

## *Bedbug Addendum*

Bedbugs are a public health pest, not just here in the United States, but around the world. Following a systematic plan will ensure that issue is mitigated quickly and will protect other residents, family members, and guests in the community. Every effort is made to protect residents from the social embarrassment associated with having a bedbug infestation. Because self-treatment poses extreme dangers to residents and family, we require that a licensed pest management professional be engaged to help respond and treat infested apartments. Without full cooperation of the resident, this treatment program will not be successful. Because involving a pest management professional in the eradication plan is very difficult and costly, we require residents to cooperate fully in the treatment solution and policies relating to controlling bedbug infestations. Integrated pest management requires that the resident, landlord and pest management professional work together. Lack of cooperation may result in termination of tenancy.

This Bedbug Addendum is entered between the Na Hale Kupuna (owner/agent) and Tenant. This addendum is an integral part of the Lease Agreement entered between Na Hale Kupuna and tenant.

The Na Hale Kupuna has inspected the unit and is aware of no bedbug infestation.

\_\_\_\_\_(Initials) Tenant(s) claim that all furnishings and personal properties to be moved into the premises are free of bedbug.

Tenant(s) hereby agree to prevent and control possible infestation by adhering to the below list of responsibilities for the duration of the tenancy:

- Inspection. Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bedbugs before re-entering your unit. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation.
- Duty to Report. Tenant shall report any problem immediately to Na Hale Kupuna Owner/Agent. Even a few bedbugs can rapidly multiply to create a major infestation that can spread to other units. The Owner/Agent will then be given access to unit for inspection within 24 hours of Tenant being given written notice.
- Mandatory Cooperation. Tenant shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional will be called in to inspect and eradicate the problem.
- Bedbug Treatment. In the event of a bedbug issue, Tenant agrees to execute a "Bedbug Treatment Agreement" supplied by a contracted pest control company, in addition, Tenant must comply with recommendations and requests from the pest control specialist prior to professional treatment including but not limited to:
  - Place all bedding, drapes, curtains and small rugs in plastic bags for transport to laundry or dry cleaners.

- Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly. Call Management for removal and disposal. Empty dressers, night stands and closets. Remove all items from floors and bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable separately from non-washable items. Used plastic bags must be disposed of properly.
- Wash all machine-washable bedding, drapes, and clothing, etc. on the hottest water temperature and dry on the highest heat setting. Items that cannot be washed must be taken to a dry cleaner who MUST be informed of the issue. You must safely discard ALL items that cannot be decontaminated.
- Vacuum all floors, including the inside of closets. Vacuum all furniture including inside drawers and nightstands, mattresses and box springs. Carefully remove vacuum bags, sealing them tightly in plastic and discarding of properly. Use a brush attachment to dislodge eggs.
- Move furniture toward the center of the room so that technicians can easily treat carpet edges where bedbugs congregate, as well as walls and furniture surfaces. Items must be removed from the closets to allow for treatment.
- **Indemnification.** Tenant agrees to indemnify and hold the Landlord harmless from any actions, claims, losses, damages and expenses including but not limited to attorneys' fees that Landlord may incur as a result of the negligence of Tenant or any guest occupying or using the premises.
- **Property Insurance.** It is acknowledged that the Landlord shall not be liable for any loss of personal property to the Tenant as a result of an infestation of bedbugs.
- **Default.** Any default of the Addendum or of the Lease Agreement by Tenant shall entitle Landlord to pursue all rights and remedies available under this Addendum, the Lease Agreement, or applicable law including, but not limited to, terminating the Tenant's possession of the premises for material non-compliance. The following will be considered material non-compliance of the Lease Agreement and Addendum.
  - Any misrepresentation by the Tenant in this Addendum.
  - Refusal to execute the Bedbug Treatment Agreement
  - Failure to promptly notify the Landlord of the presence of bedbugs.
  - Failure to adequately prepare for treatment in the sole discretion of the pest control professional.
  - Refusal to allow the Landlord to inspect the premises.
  - Any action that prevents treatment of the unit or potentially exasperates or increase the bedbug issues.



- **Conflicts.** To the extent that the terms of the Addendum are inconsistent with the terms of the Lease Agreement, the terms of this Addendum shall control

### **Acknowledgement and Agreement**

The undersigned Tenant(s) agree and acknowledge(s) having read and understood the foregoing, and receipt of duplicate of original.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Na Hale Kupuna

\_\_\_\_\_  
Date:





# Nā Hale Kupuna

## *Mold and Mildew Addendum*

This Mold and Mildew Addendum is entered between the Landlord (owner/agent) and tenant. This addendum is an integral part of the residential Lease Agreement entered between landlord and the Tenant.

As a part of the on-going maintenance control, please understand that the above-stated unit was inspected and cleaned prior to your move-in.

Tenant(s) acknowledge, that it is necessary for Tenant(s) to provide appropriate climate control, keep the unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the unit. Tenant(s) agrees to clean unit on a regular basis to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Tenant(s) agree not to block heating, ventilation or air-condition ducts in the unit. Tenant(s) also agrees to immediately report to the Landlord

- A. Any evidence of a water leak or excessive moisture in the unit as well as in any storage room, garage or common area.
- B. Any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area.
- C. Any failure or malfunction of the heating, ventilation or air conditioning system in the unit.
- D. Any inoperable windows and doors.

Tenant(s) further agrees that the Tenant shall be responsible for damage to the unit and Tenant's property as well as injury to Tenant(s), any member of the tenant's household, any guest and any other person under the Tenant's control resulting from Tenant's failure to comply with terms of this Addendum.

A default under the terms of this Addendum shall be deemed material default under the terms of the Lease Agreement, and the Tenant(s) shall be entitled to exercise all the rights and remedies at law or in equity. Except as specifically stated here, all other terms and conditions of the Lease Agreement shall remain unchanged. In the event of any conflict between the terms of this agreement and the terms of the Lease Agreement, the terms of this Addendum shall control. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease Agreement shall have the same meaning for purposes of this Addendum as it has for the purposes of the Lease Agreement.

### Agreement

The undersigned Tenant(s) and acknowledge(s) having read and understood the foregoing, and receipt of duplicate of original.

Tenant \_\_\_\_\_

Date: \_\_\_\_\_

Landlord \_\_\_\_\_

Date: \_\_\_\_\_



# Nā Hale Kupuna

## Smoke Detector Agreement

Property Name: Maui Lani Terraces

Property Address: 3740 L. Honoapiilani Hwy Lahaina

Apartment #: D105

This Smoke Detector Agreement is entered between the Landlord and the Tenant. This Agreement is an integral part of the Lease Agreement entered between Landlord and Tenant in respect of the premises.

I acknowledge that my unit contains (2) smoke detector(s). Each smoke detector has been inspected and is working properly. I agree to replace any and all batteries when needed and to keep my smoke detector(s) functional at all times. I also agree to report to the Property Management Company, if any of the smoke detector(s) are not operating properly.

I also understand the following consequences for tampering with the smoke detector(s).

1<sup>st</sup> Offense: A warning letter will be issued.

2<sup>nd</sup> Offense: An eviction notice will be issued.

Tenant \_\_\_\_\_

Date: \_\_\_\_\_

Tenant \_\_\_\_\_

Date: \_\_\_\_\_

Na Hale Kupuna \_\_\_\_\_

Date: \_\_\_\_\_



# Nā Hale Kupuna

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## *Pet Rules and Regulations*

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These Pet Rules and Regulations applies to the following Properties:

1. Leinani Apartments
2. Keonekai Villages
3. Kahana Manor
4. Parkview Square

**Pets are not allowed except for service, comfort or support animals:**

1. Maui Lani Terrace

### **A. SCREENING AND REGISTRATIONS**

Pet owners must complete a Pet Application and Registration Form with the Managing Agent and with the Property/Site Manager and the Board of Directors as required by the Property House Rules and Regulations and/or Property By-Laws; prior to bringing the pet into the unit.

### **B. PERMISSIBLE PETS**

One type of pet per unit.

#### **a. Dogs:**

- Weight must not exceed 30 pounds at maturity; and
- Must be spayed or neutered by 6 months of age; and
- Must have monthly flea treatment; and
- Must have required shots and must be identified and have a current County License.

#### **b. Cats:**

- Must be spayed or neutered at 6 months of age or at 3 pounds; and
- Must have required shots; and
- Must undergo flea treatment when fleas are present.

### **C. RESTRICTIONS**





Pets shall not be kept, bred or used for any commercial purpose.

Pets must be confined to the pet owner's unit, must not be allowed to roam free and may not be tied or left unattended in any common area. Pets in transit are to be carried, restrained by a leash or placed in an animal carrier.

Pet owners are responsible for the immediate cleanup of their pet's waste on the lawn, common grounds or designated pet waste areas. Pet owners must discard it securely in a pet waste bag and dispose of it in the trash bins provided for the property.

Cat Litter may not be disposed of in toilets. Only securely bagged feces may be discarded in the trash bins provided for the property. For sanitary reasons, remove solid waste from cat litter daily. Litter box must be clean and free from odors.

**Any pet owner who fails to follow the above pet waste removal rules, is subject to a fine of \$5.00 per occurrence and/or possible removal of the pet from the unit.**

Pet owners are responsible for any damage to the unit or common elements caused by their pet. Any damage caused by cleaning chemicals or other such material used in an attempt to remedy said damage are, also, the full responsibility of the pet owner.

No pet shall be allowed to become a nuisance or create any unreasonable disturbance.

Examples of nuisance type behavior are as follows:

- Personal injury or property damage by unruly behavior
- Pets "who" make noise continuously and/or incessantly for a period of ten (10) minutes or intermittently for ½ hour or more to the disturbance of any person at any time of day or night..."as stated in the Hawaii Animal Nuisance Law (City & County Ordinance 90-55)
- Pets in common areas that are not under the complete control of the responsible adult companion, and on a short hand-held leash or in a pet carrier.
- Pet that relieve themselves on walls or floors of common elements.
- Pet that exhibit aggressive or vicious behavior.
- Pets who are conspicuously unclean or parasite infested.

Notwithstanding any other provisions herein, people with visual, hearing and physical disabilities may keep certified guide animals, signal animals or service animals, respectively, in their unit. Further, nothing herein shall hinder full access to the unit and the common elements by persons with disabilities.

**This Policy does not apply to service animals.**

Feeding, caring for, or otherwise aiding stray animals is prohibited. Likewise, residents are prohibited from feeding wild birds in common areas. Injured animals shall be reported to the Maui Humane Society.

Visitor's pets are not allowed on property, with the exception of service animals.

Pet owners agree to waive any and all rights and liability, if any, to claims for damages, injury or loss against Na Hale Kupuna, the Managing Agent, the County of Maui, its employees, successors and assigns, arising from their pet.



#### **D. ENFORCEMENT**

Any owner, Site or Managing Agent personnel, observing an infraction of any of these rules shall discuss the infraction, in a neighborly fashion, with the pet owner in an effort to secure voluntary compliance. If the complaint is not satisfied voluntarily, it must be put in writing and mailed the Property / Site Manager or Na Hale Kupuna Management company:

J. Walter Cameron Center  
95 Mahalani Street  
Wailuku, Hawaii 96793

If the Management Agent(s) agrees with such complaint(s), the pet owner will receive a written notice of the violation. The pet owner has ten (10) days from the effective date the notice was served to correct the alleged violation or to make a written request for a meeting to discuss the violation. The meeting shall take place no later than fifteen (15) days from the date the written request for a meeting to correct the alleged violation was received by the Management Agent.

If there are three (3) violations with regard to any one animal within a twelve-month period, the pet owner will have fifteen (15) days to remove the pet from the premises. J. Walter Cameron Center also has the authority to assess and collect fines for violations of the house rules pertaining to pets and to assess and collect amounts necessary to repair or replace damaged areas or objects.

#### **E. PET DEPOSIT**

No pet deposit is required for certified guide animals, signal animals or service animals or an animal that is needed for emotional support as prescribed by a therapist or physician, and meets the definition of a person with a disability.

A refundable pet deposit of \$150.00 is required for a dog or cat. The \$150.00 deposit was set by publication in the Federal Register by HUD. The use of the pet deposit will be reasonable and directly attributable to the presence of the pet. The deposit may be paid in full or no less than \$50.00 for an initial deposit at the approval of your application and the balance to be paid, not less than \$10.00 per month, until the required deposit is paid in full.

Any unused portion of the pet deposit will be refunded no less than fourteen (14) days after (1), termination of the tenants' lease or (2), the pet is no longer kept or owned.

#### **F. ACKNOWLEDGEMENT**

All pet rules, Nā Hale Kupuna Pet Rules and Regulations and the Property Managements Rules and Regulations shall apply. If there is a conflict in the pet rules, the Property Pet Rules will apply.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Na Hale Kupuna

\_\_\_\_\_  
Date:





# Nā Hale Kupuna

## *Pet Amendment to Lease Agreement*

This Pet Amendment to Lease Agreement is entered between Na Hale Kupuna (owner/agent) and the Tenant. This addendum is an integral part of the residential Lease Agreement entered between Landlord and Tenant in respect of the premises.

1. Tenant has read, understands, and agrees to abide by all applicable Rules pertaining to pets (Na Hale Kupuna House Rule, Pet Rules and Regulations and the properties House Rule and Regulations and their Pet Rules and Regulations).
2. Tenant has completed a Pet Application and Registration form and has been granted, by Na Hale Kupuna, to keep the pet and has been registered and has been approved by the Property Manager / Board of Directors, specified under the following terms.
  - a. Pet will be allowed out of the premises only under the complete control of a responsible human companion and on a handheld leash or in a pet carrier.
  - b. Any damage to the exterior or interior of the premises, ground, flooring, walls, trims, finish, tiles, carpeting, or any stains, etc., caused by the pet will be the full responsibility of the Tenant and Tenant agrees to pay all costs involve in the restoration to its original condition. If, because of any such stains, etc., said damage is such that it cannot be removed, Tenant hereby agrees to pay the full expense of replacement.
  - c. It is also understood and agreed that Tenant will permit the Landlord, Landlord's Agent to professionally fumigate the premises, including any grounds (if any) for fleas and ticks, and clean all carpets when tenant vacates the premises. The contractors used will be the Landlords, Landlord's Agents or contractors and the cost will be done at competitive prices at the expense of the Tenant.
  - d. Tenant will provide adequate and regular veterinary care of pet, ample food and water, and will not leave pet unattended for any undue length of time. Tenant will diligently maintain cleanliness of litter pans, sleeping and feeding areas.
  - e. It is further understood and agreed that if efforts to contact the Tenant are unsuccessful, the Landlord, Landlord's Agents or applicable State or Local Authority may enter Tenant's unit if there is reasonable cause to believe an emergency exists with respect to the pet. Examples of an emergency include abuse, abandonment, or any prolonged disturbances. If it becomes necessary for the pet to be put out for board, all cost incurred will be the sole responsibility of the Tenant. This cost may be deducted from the pet deposit
  - f. Tenant agrees to indemnify, hold harmless, and defend Landlord, Landlord's Agents against all liability, judgements, expenses (including attorney's fees) or claims by third parties for any injury to any person or damage to property of any kind whatsoever caused by the Tenant's pet(s).
3. It is understood and agreed that a violation of any of the pet rules may be grounds for removal of a pet or termination of the pet owner's tenancy or both.

### Agreement and Acknowledgement

The undersigned Tenant(s) agree and acknowledge having read and understood the foregoing, and receipt of duplicate of original.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Co-Tenant

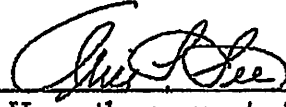
\_\_\_\_\_  
Date:

\_\_\_\_\_  
Na Hale Kupuna

\_\_\_\_\_  
Date:



INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "John A. Lee", is written over a horizontal line.

Upon the request of the Mayor.