RICHARD T. BISSEN, JR.
Mayor

VICTORIA J. TAKAYESU
Acting Corporation
Counsel

SONYA TOMA
First Deputy

LYDIA A. TODA
Risk Management Officer

RECEIVED
2023 FEB -6 AM 9:34
OFFICE OF THE
COUNTY CLERK

DEPARTMENT OF THE CORPORATION COUNSEL
COUNTY OF MAUI
200 SOUTH HIGH STREET, 3RD FLOOR
WAILUKU, MAUI, HAWAII 96793
EMAIL: CORPCOUN@MAUICOUNTY.GOV
TELEPHONE: (808)270-7740

February 3, 2023

Via email only at county.clerk@mauicounty.us

Honorable Alice L. Lee, Chair
and Members of the Council
County of Maui
Wailuku, Hawaii 96793

SUBJECT: AUTHORIZING SETTLEMENT OF CLAIM NO. 4072926 OF PEDRO ORTEGA

Dear Chair Lee and Council Members:

Please find attached separately a proposed resolution entitled "AUTHORIZING SETTLEMENT OF CLAIM NO. 4072926 OF PEDRO ORTEGA." The purpose of the proposed resolution is for settlement of a general liability claim.

I request that the proposed resolution be scheduled for discussion and action, or referral to the appropriate standing committee as soon as possible. I have also attached the claim and the supporting documents.

It is anticipated that an executive session may be necessary to discuss questions and issues pertaining to the powers, duties, privileges, immunities, and liabilities of the County, the Council, and/or the Committee.

Should you have any questions or concerns, please do not hesitate to contact us. Thank you for your anticipated assistance in this matter.

Sincerely,

Bradley J. Sova
Deputy Corporation Counsel

cc: Director, Department of Water Supply

Attachments

KATHY L. KAOHU
County Clerk

JAMES G.M. KRUEGER
Deputy County Clerk

OFFICE OF THE COUNTY CLERK

COUNTY OF MAUI
200 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793
www.mauicounty.gov/county/clerk

October 18, 2021

John Mullen & Company, Inc. (JMC)
Via email: claims@johnmullen.com

Attn: Unit Code 99

Respectfully transmitted is a copy of a claim against the County of Maui filed by Pedro Ortega, of 2068 Kahekili Highway, Wailuku, which was received by our office on October 15, 2021.

Respectfully,

KATHY L. KAOHU
County Clerk

Attachment

cc: Mayor
Corporation Counsel
Council Chair

/lks

RECEIVED

2021 OCT 18 PM 1:58

OFFICE OF THE COUNTY CLERK

COUNTY OF MAUI

CLAIM FOR DAMAGE OR INJURY

PLEASE PRINT CLEARLY

1. Claimant: Mr. ■ Mrs. ☐ Ms. ☐ Pedro Ortega
2. Address: 2068 KAHEKILI HWY, WAILUKU, HI 96793
3. Telephone No. amigosonmaui@yahoo.com Email: amigosonmaui@yahoo.com
4. Date of Accident: 01/16/2021
5. Location of Accident: 2068 KAHEKILI HWY, WAILUKU, HI 96793
6. Amount of Claim: Property Damage $ 45,342.29 Personal Injury $ _____
7. Describe the accident in detail. Indicate all the facts, causes, persons involved, witnesses, extent of damage, etc., and why you think the County is responsible. Attach additional sheets as needed.

   Water main in the street burst and flooded the insured's home

8. If you carry insurance applicable to this claim, please provide the name and address of the insurance company and your policy number.

   First Fire & Casualty Insurance of Hawaii

   Policy No. FPX122461706

   A. Did you file a claim with your insurance company? Yes

   If yes, amount claimed $ 45,342.29 Deductible amount $ 500.00

   B. If a claim was filed with your insurance company, what action do they intend to take?

   Pursue reimbursement

I HEREBY DECLARE THAT THE FOREGOING STATEMENTS ARE TRUE AND CORRECT.

Pedro Ortega
(Signature of Claimant)

10/14/21
(Date)

First Insurance
Company of Hawaii
A Member of the Tokio Marine Group

April 26, 2021

Lorraine Schelfe
County of Maui
Send via email lorraine.schelfe@co.maui.hi.us

RE: PROPERTY – SUBROGATION CLAIM

Our Insured:	Pedro Ortega
Insurer:	First Fire & Casualty Insurance of Hawaii
Our Policy Number:	FPX 122461706
Our Claim Number:	202100414CC
Date of Loss:	1/16/2021

Dear Ms. Schelfe,

Our investigation of the above referenced accident indicates the *County of Maui was responsible* for the accident and damages our insured sustained to our insured's property. Enclosed are the necessary documents to substantiate our subrogation claim.

At this time we are requesting payment of **$45,342.29** which includes the cost of our insured's property and our insured's deductible of $500.00. Please submit your payment to:

ATTN: CLAIMS DEPARTMENT
FIRST INSURANCE COMPANY OF HAWAII LTD.
P O BOX 2866
HONOLULU HI 96803-2866

CLAIMS: T. Chun
INSURED: Pedro Ortega 202100414CC

Sincerely,

Tony Chun
Ph# (808) 527-7525
Email : anthony.chun@ficoh.com

Enclosures: Subrogation Documents

cc: Pedro Ortega
Mutual Underwriters

First Insurance Company of Hawaii.
A Member of the Tokio Marine Group

STATEMENT OF LOSS

INSURED: Pedro Ortega
POLICY NO: FPX 1224617-06
DATE OF LOSS: 01/16/2021
CLAIM NO: 202100414cc

COVERAGE	LIMIT	DEDUCTIBLE	CO-INSURANCE %
Dwelling	$ 438,000.00	$ 500.00	80%
Loss of Rent	$ 36,000.00		

DESCRIPTION	CALCULATION	LOSS	CLAIM
Dwelling			
Mitigaiton: Premier Restoration	$ 21,040.34		
Repairs: P.F. Total Construction	$ 21,301.34		
Gross Loss	$ 42,341.68		
Less deductible	$ (500.00)		
RCV Dwelling Loss and Claim		$ 41,841.68	$ 41,841.68
Loss of Rent*			
Ortega	$ 1,300.00		
Sparkman	$ 2,500.00		
		$ 3,800.00	$ 3,000.00
		$ 45,641.68	$ 44,841.68

NOTES

* Loss of Rent Coverage is 1/12 of $36,000 per month

Checks Being issued

1. Mitigation	$ 21,040.34
2. Repairs less deductible ($500)	$ 20,801.34
3. Loss of Rent	$ 3,000.00
Total:	$ 44,841.68

First Insurance Company of Hawaii
A Member of the Tokio Marine Group

STATEMENT OF LOSS

INSURED: Pedro Ortega
POLICY NO: FPX 1224617-06
DATE OF LOSS: 01/16/2021
CLAIM NO: 202100414cc

COVERAGE	LIMIT	DEDUCTIBLE	CO-INSURANCE %
Dwelling	$ 438,000.00	$ 500.00	80%
Loss of Rent	$ 36,000.00		

DESCRIPTION	CALCULATION	LOSS	CLAIM
Dwelling			
Mitigaiton: Premier Restoration	$ 21,040.34		
Repairs: P.F. Total Construction	$ 21,301.95		
Gross Loss	$ 42,342.29		
Less deductible	$ (500.00)		
RCV Dwelling Loss and Claim		$ 41,842.29	$ 41,842.29
Loss of Rent*			
Ortega	$ 1,300.00		
Sparkman	$ 2,500.00		
Gross Loss of Rent and Claim Limit		$ 3,800.00	$ 3,000.00
Gross loss and claim		$ 45,642.29	$ 44,842.29
Less amount already issued			$ (44,841.68)
Amount to be issued			$ 0.61

NOTES

* Loss of Rent Coverage is 1/12 of $36,000 per month

Checks Being issued

1.Dwelling Construction Difference $ 0.61

First Insurance Company of Hawaii
A Member of the Tokio Marine Group

P.O Box 2866
Honolulu, Hawaii 96803
VOID AFTER 180 DAYS

5000076194
02/24/2021

ALL PAYEES MUST ENDORSE

Pay To The Order Of PEDRO ORTEGA & Premier Restoration Hawaii

$21,040.34

****TWENTY-ONE THOUSAND FORTY AND 34/100 Dollars*****

Policy number	Insured/Claimant	Date of Loss	Claim No/Exp No
FPX122461706	PEDRO ORTEGA PEDRO ORTEGA	01/16/2021	202100414CC 1

For: Dwelling/Dwelling - Other Perils Excluding Earthquake (Building)

PAYABLE ONLY THROUGH
FIRST HAWAIIAN BANK
HONOLULU,HAWAII

59-101
1213

AUTHORIZED SIGNATURE

COPY OF ORIGINAL

C5000076194C A121301015A 01D171321C

FOLD AND DETACH ABOVE ALONG THE PERFORATION

FIRST INSURANCE COMPANY OF HAWAII, LTD - CLAIMS PAYMENT

Check#	Date Issued	Claim No	Exposure No	Examiner Name
5000076194	02/24/2021	202100414CC	1	Jacob Jiskra

Policy Number	Insured	Claimant
FPX122461706	PEDRO ORTEGA	PEDRO ORTEGA

Date of Loss	Coverage	Cost Type	Cost Category	MCO
01/16/2021	Dwelling/Dwelling - Other Perils Excluding Earthquake (Building)	Loss	Loss	08

Invoice No:

Service Date/Period:

Transaction Description
Dwelling Mitigation

PAY TO: PEDRO ORTEGA & Premier Restoration Hawaii

Payee1:
PEDRO ORTEGA
16 OHIA LEO PLACE

WAILUKU HI 96793

Payee3:

Payee2:
Premier Restoration Hawaii
2815 KAIHIKAPU ST #104

Honolulu HI 96819

Payee4:

AGENT Agency: 0027800
MUTUAL UNDERWRITERS

MAIL TO PEDRO ORTEGA
16 OHIA LEO PLACE
WAILUKU HI 96793

First Insurance Company of Hawaii
A Member of the Tokio Marine Group

P.O Box 2866
Honolulu, Hawaii 96803
VOID AFTER 180 DAYS

5000076195
02/24/2021

ALL PAYEES MUST ENDORSE

Pay To The Order Of PEDRO ORTEGA

$20,801.34

TWENTY THOUSAND EIGHT HUNDRED ONE AND 34/100 Dollars*

Policy number	Insured/Claimant	Date of Loss	Claim No/Exp No
FPX122461706	PEDRO ORTEGA PEDRO ORTEGA	01/16/2021	202100414CC 1

For: Dwelling/Dwelling - Other Perils Excluding Earthquake (Building)

PAYABLE ONLY THROUGH
FIRST HAWAIIAN BANK
HONOLULU,HAWAII

59-101
1213

COPY OF ORIGINAL

AUTHORIZED SIGNATURE

C5000076195C A121301015A 01D171321C

FOLD AND DETACH ABOVE ALONG THE PERFORATION

FIRST INSURANCE COMPANY OF HAWAII, LTD - CLAIMS PAYMENT

Check#	Date Issued	Claim No	Exposure No	Examiner Name
5000076195	02/24/2021	202100414CC	1	Jacob Jiskra

Policy Number	Insured	Claimant
FPX122461706	PEDRO ORTEGA	PEDRO ORTEGA

Date of Loss	Coverage	Cost Type	Cost Category	MCO
01/16/2021	Dwelling/Dwelling - Other Perils Excludi ng Earthquake (Building)	Loss	Loss	08

Invoice No:

Service Date/Period:

Transaction Description
RCV Dwelling Repairs Less $500 Deductible

PAY TO: PEDRO ORTEGA

Payee1:
PEDRO ORTEGA
16 OHIA LEO PLACE

WAILUKU HI 96793

Payee3:

Payee2:

Payee4:

AGENT

Agency: 0027800
MUTUAL UNDERWRITERS

MAIL TO

PEDRO ORTEGA
16 OHIA LEO PLACE
WAILUKU HI 96793

First Insurance Company of Hawaii
A Member of the Tokio Marine Group

P.O Box 2866
Honolulu, Hawaii 96803
VOID AFTER 180 DAYS

5000076196
02/24/2021

ALL PAYEES MUST ENDORSE

Pay To The Order Of PEDRO ORTEGA

$3,000.00

****THREE THOUSAND AND 00/100 Dollars*****

Policy number	Insured/Claimant	Date of Loss	Claim No/Exp No
FPX122461706	PEDRO ORTEGA PEDRO ORTEGA	01/16/2021	202100414CC 3

For: Fair Rental Value / Additional Living Expense/Other Perils Excluding Earthquake

PAYABLE ONLY THROUGH
FIRST HAWAIIAN BANK
HONOLULU,HAWAII

59-101
1213

COPY OF ORIGINAL

AUTHORIZED SIGNATURE

C5000076196C A121301015A 01D171321C

FOLD AND DETACH ABOVE ALONG THE PERFORATION

FIRST INSURANCE COMPANY OF HAWAII, LTD - CLAIMS PAYMENT

Check#	Date Issued	Claim No	Exposure No	Examiner Name
5000076196	02/24/2021	202100414CC	3	Jacob Jiskra

Policy Number	Insured	Claimant
FPX122461706	PEDRO ORTEGA	PEDRO ORTEGA

Date of Loss	Coverage	Cost Type	Cost Category	MCO
01/16/2021	Fair Rental Value / Additional Living Expense/Other Perils Excluding Earthquake	Loss	Loss	08

Invoice No:

Service Date/Period:

Transaction Description
Loss of Rent 1/12 of $36,000 per Month

PAY TO: PEDRO ORTEGA

Payee1:
PEDRO ORTEGA
16 OHIA LEO PLACE

WAILUKU HI 96793

Payee3:

Payee2:

Payee4:

AGENT Agency: 0027800
MUTUAL UNDERWRITERS

MAIL TO PEDRO ORTEGA
16 OHIA LEO PLACE
WAILUKU HI 96793

First Insurance Company of Hawaii
A Member of the Tokio Marine Group

P.O Box 2866
Honolulu, Hawaii 96803
VOID AFTER 180 DAYS

5000079489
04/23/2021

ALL PAYEES MUST ENDORSE

Pay To The Order Of PEDRO ORTEGA

$0.61

ZERO AND 61/100 Dollars*

Policy number	Insured/Claimant	Date of Loss	Claim No/Exp No
FPX122461706	PEDRO ORTEGA PEDRO ORTEGA	01/16/2021	202100414CC 1

For: Dwelling/Dwelling - Other Perils Excluding Earthquake (Building)

PAYABLE ONLY THROUGH
FIRST HAWAIIAN BANK
HONOLULU,HAWAII

59-101
1213

COPY OF ORIGINAL

AUTHORIZED SIGNATURE

C5000079489C A121301015A 01D171321C

FOLD AND DETACH ABOVE ALONG THE PERFORATION

FIRST INSURANCE COMPANY OF HAWAII, LTD - CLAIMS PAYMENT

Check#	Date Issued	Claim No	Exposure No	Examiner Name
5000079489	04/23/2021	202100414CC	1	Anthony Chun

Policy Number	Insured	Claimant
FPX122461706	PEDRO ORTEGA	PEDRO ORTEGA

Date of Loss	Coverage	Cost Type	Cost Category	MCO
01/16/2021	Dwelling/Dwelling - Other Perils Excludi ng Earthquake (Building)	Loss	Loss	08

Invoice No:

Service Date/Period:

Transaction Description
Dwelling owed

PAY TO: PEDRO ORTEGA

Payee1:
PEDRO ORTEGA
16 OHIA LEO PLACE

WAILUKU HI 96793

Payee3:

Payee2:

Payee4:

AGENT Agency: 0027800
MUTUAL UNDERWRITERS

MAIL TO PEDRO ORTEGA
16 OHIA LEO PLACE
WAILUKU HI 96793

Invoice

Premier Restoration Hawaii
2815 Kaihikapu Street, Ste 104
Honolulu, HI 96819

Date	Invoice #
2/18/2021	PR14781

Bill To

Pedro Ortega
16 Ohia Leo Place
Wailuku, HI 96793
USA

PLEASE REMIT PAYMENT TO:

2815 Kaihikapu Street, Suite 104
Honolulu, Hawaii 96819

Mahalo for choosing
Premier Restoration Hawaii

Job Number	Terms	Due Date
M-21-0044-SWR	Due on receipt	2/18/2021

Quantity	Description	Rate	Amount
1	Mitigation project complete: 2068 Kahekili Hwy., Wailuku Please see estimate for detailed scope of work performed.	20,198.86	20,198.86
	Maui GE Tax 4.166%	4.166%	841.48
	P.O. No. M-21-0044-SWR		

There will be a $30 charge for all returned checks. 1.5% interest will be assessed on all unpaid balances after 30 days.
For billing inquiries: (808) 242-8884

Total	$21,040.34
Payments/Credits	$0.00
Balance Due	$21,040.34

Premier Restoration Hawaii

Premier Restoration Hawaii
Lic. #CT-35209
344 East Ahuliu Way
Wailuku, Maui, Hawaii 96793

Client:	Pedro Ortega
Property:	2068 Kahekili Hwy Wailuku, HI 96793
Operator:	KRYSTLE
Estimator:	Krystle Cook
Company:	Premier Restoration Hawaii
Business:	344 E Ahuliu Way Wailuku, HI 96793
Business:	(808) 856-9602
E-mail:	krystle@premhi.com
Type of Estimate:	Sewage
Date Entered:	2/16/2021
Date Assigned:	
Date Est. Completed:	2/16/2021
Date Job Completed:	
Price List:	HIWA8X_FEB21
Labor Efficiency:	Restoration/Service/Remodel
Estimate:	M-21-0044-SWR

This estimate includes mitigation services for 2068 Kahekili Hwy, Wailuku, HI 96793. This scope does not cover any unforeseen damage and is based upon the initial damages observed upon inspection. Any building components that have to be removed for work to be performed (i.e. cabinets, countertops, tile baseboards) will be done to the best of our ability to salvage them when appropriate. This estimate is not a settlement of any insurance claim and all estimates are subject to insurance company approval where applicable. This Proposal is valid for 30 days from 2/17/2021 .Please feel free to contact me with any questions, comments or concerns regarding this project or any other services we provide.

-Krystle Cook
Estimator
Premier Restoration
344 East Ahuliu Way
Wailuku, HI 96793
cell - 808-856-9602
email - krystle@premhi.com

Premier Restoration Hawaii
Lic. #CT-35209
344 East Ahuliu Way
Wailuku, Maui, Hawaii 96793

M-21-0044-SWR

M-21-0044-SWR

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Equipment setup, take down, and monitoring (hourly charge)	16.00 HR	0.00	54.61	36.40	910.16
(8) inspections for 2 technicians at 1 hour per inspection and monitoring					
Total: M-21-0044-SWR				36.40	910.16

General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
2. Haul debris - per pickup truck load - including dump fees	2.00 EA	177.50	0.00	14.79	369.79
Totals: General				14.79	369.79

Engineering Controls

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
3. Containment Barrier/Airlock/Decon. Chamber	80.00 SF	0.00	0.97	3.55	81.15
4. Negative air fan/Air scrubber (24 hr period) - No monit.	21.00 DA	0.00	71.81	62.82	1,570.83
2 units for 7 days front dwelling, no charge for 4 additional days 1 unit 7 days back dwelling, no charge for 4 additional days					
5. Dust control barrier - tension post - per day	12.00 DA	3.30	0.00	1.65	41.25
2 poles 6 days					
Totals: Engineering Controls				68.02	1,693.23

Drying Equipment

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Front Dwelling					
6. Dehumidifier (per 24 hour period) - XLarge - No monitoring	12.00 EA	0.00	119.25	59.62	1,490.62
2 units 6 days, no charge for 2 additional days					
7. Air mover axial fan (per 24 hour period) - No monitoring	24.00 EA	0.00	35.63	35.62	890.74

Premier Restoration Hawaii
Lic. #CT-35209
344 East Ahuliu Way
Wailuku, Maui, Hawaii 96793

CONTINUED - Drying Equipment

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
4 units 6 days, no charge for 2 additional days					
Back Dwelling					
8. Dehumidifier (per 24 hour period) - XLarge - No monitoring	6.00 EA	0.00	119.25	29.81	745.31
1 unit 6 days, no charge for 1 additional day					
9. Air mover axial fan (per 24 hour period) - No monitoring	12.00 EA	0.00	35.63	17.81	445.37
2 unit 6 days, no charge for 1 additional day					
Totals: Drying Equipment				142.86	3,572.04

PPE

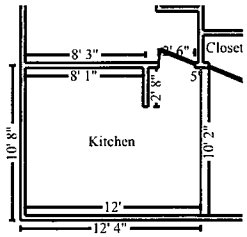
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
10. Add for personal protective equipment (hazardous cleanup)	30.00 EA	0.00	16.35	41.72	532.22
2 suits 3 techs 5 days					
11. Respirator cartridge - HEPA only (per pair)	6.00 EA	0.00	29.57	15.09	192.51
12. Respirator - Full face - multi-purpose resp. (per day)	15.00 DA	0.00	7.61	4.76	118.91
3 units 5 days					
Totals: PPE				61.57	843.64

Testing

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
13. Contamination - on-site ATP testing	8.00 EA	0.00	26.99	10.07	225.99
Totals: Testing				10.07	225.99

Front Dwelling

Premier Restoration Hawaii
Lic. #CT-35209
344 East Ahuliu Way
Wailuku, Maui, Hawaii 96793



Kitchen **Height: 8'**

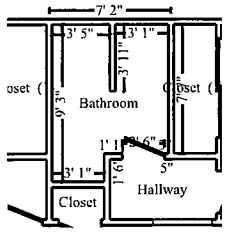
316.87 SF Walls	121.67 SF Ceiling
438.55 SF Walls & Ceiling	121.67 SF Floor
13.52 SY Flooring	39.61 LF Floor Perimeter
39.61 LF Ceil. Perimeter	

Missing Wall **10' 2 1/4" X 8'** **Opens into LIVING_ROOM**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
14. Range - freestanding - electric - Detach	1.00 EA	0.00	21.00	0.87	21.87
15. Refrigerator - Detach	1.00 EA	0.00	28.00	1.17	29.17
16. Sink - double bowl - Detach	1.00 EA	0.00	30.84	1.28	32.12
17. Garbage disposer - Detach & reset	0.50 EA	0.00	165.81	3.45	86.36
18. Cabinet - lower (base) unit - Detach	15.00 LF	0.00	19.33	12.08	302.03
19. Countertop - post formed plastic laminate - Detach	12.00 LF	0.00	5.98	2.99	74.75
20. Remove Plumbing fixture supply line	2.00 EA	6.10	0.00	0.51	12.71
21. P-trap assembly - Detach & reset	0.50 EA	0.00	61.63	1.28	32.10
22. Clean the floor	121.67 SF	0.00	0.57	2.94	72.29
23. Clean the walls and ceiling	438.55 SF	0.00	0.57	10.60	260.57
24. HEPA Vacuuming - Detailed - (PER SF)	560.22 SF	0.00	0.87	20.30	507.69

Detailed HEPA vacuuming after the drying is completed for clearance testing. Done according to IICRC S-520 for all surfaces to be HEPA vacuumed.

Totals: Kitchen	57.47	1,431.66



Bathroom **Height: 8'**

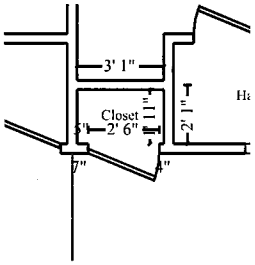
319.49 SF Walls	55.39 SF Ceiling
374.88 SF Walls & Ceiling	55.39 SF Floor
6.15 SY Flooring	39.94 LF Floor Perimeter
39.94 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
25. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	7.50 LF	6.23	0.00	2.06	48.79

Premier Restoration Hawaii
Lic. #CT-35209
344 East Ahuliu Way
Wailuku, Maui, Hawaii 96793

CONTINUED - Bathroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
26. Countertop - solid surface/granite - Detach	5.00 SF	0.00	8.34	1.74	43.44
27. Cabinet - vanity unit - Detach	2.50 LF	0.00	16.54	1.72	43.07
28. Remove Plumbing fixture supply line	2.00 EA	6.10	0.00	0.51	12.71
29. P-trap assembly - Detach & reset	0.50 EA	0.00	61.63	1.28	32.10
30. HEPA Vacuuming - Light - (PER SF)	18.46 SF	0.00	0.42	0.32	8.07
Light Hepa Vacuuming after demolition. Performed to keep dust and contaminates from getting airborne excessively.					
31. Clean the floor	55.39 SF	0.00	0.57	1.34	32.91
32. Clean the walls and ceiling	374.88 SF	0.00	0.57	9.07	222.75
33. HEPA Vacuuming - Detailed - (PER SF)	430.27 SF	0.00	0.87	15.59	389.92
Detailed HEPA vacuuming after the drying is completed for clearance testing. Done according to IICRC S-520 for all surfaces to be HEPA vacuumed.					
Totals: Bathroom				33.63	833.76



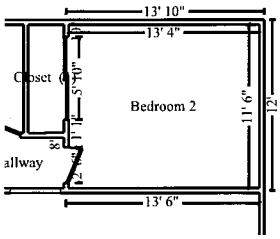
Closet **Height: 8'**

79.17 SF Walls	5.79 SF Ceiling
84.96 SF Walls & Ceiling	5.79 SF Floor
0.64 SY Flooring	9.90 LF Floor Perimeter
9.90 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
34. Baseboard - Detach	9.90 LF	0.00	1.18	0.49	12.17
35. Clean the floor	5.79 SF	0.00	0.57	0.14	3.44
36. Clean the walls and ceiling	84.96 SF	0.00	0.57	2.06	50.49
37. HEPA Vacuuming - Detailed - (PER SF)	90.75 SF	0.00	0.87	3.29	82.24
Detailed HEPA vacuuming after the drying is completed for clearance testing. Done according to IICRC S-520 for all surfaces to be HEPA vacuumed.					
Totals: Closet				5.98	148.34

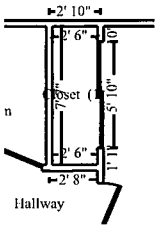
Premier Restoration Hawaii

Premier Restoration Hawaii
Lic. #CT-35209
344 East Ahuliu Way
Wailuku, Maui, Hawaii 96793



Bedroom 2 **Height: 8'**

396.76	SF Walls	152.87	SF Ceiling
549.63	SF Walls & Ceiling	152.87	SF Floor
16.99	SY Flooring	49.59	LF Floor Perimeter
49.59	LF Ceil. Perimeter		



Subroom: Closet (1) **Height: 8'**

161.06	SF Walls	18.82	SF Ceiling
179.88	SF Walls & Ceiling	18.82	SF Floor
2.09	SY Flooring	20.13	LF Floor Perimeter
20.13	LF Ceil. Perimeter		

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
38. Baseboard - Detach	34.86 LF	0.00	1.18	1.71	42.84
39. Tear out trim and bag for disposal	12.00 LF	1.08	0.00	0.63	13.59
40. Tear out and bag wet insulation	8.00 SF	0.79	0.00	0.28	6.60
41. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	6.00 LF	6.23	0.00	1.64	39.02
42. Tear out wet drywall, cleanup, bag, per LF - to 4' - Cat 3	4.00 LF	8.75	0.00	1.57	36.57
43. Tear out wet drywall, cleanup, bag - Cat 3	45.00 SF	1.62	0.00	3.37	76.27
44. Window blind - horizontal or vertical - Detach & reset	0.50 EA	0.00	44.64	0.93	23.25
45. Bypass (sliding) door set - slabs only - Detach & reset	0.50 EA	0.00	40.08	0.83	20.87
46. HEPA Vacuuming - Light - (PER SF)	171.68 SF	0.00	0.42	3.00	75.11
Light Hepa Vacuuming after demolition. Performed to keep dust and contaminates from getting airborne excessively.					
47. Clean the floor	171.68 SF	0.00	0.57	4.15	102.01
48. Clean the walls and ceiling	729.51 SF	0.00	0.57	17.64	433.46
49. HEPA Vacuuming - Detailed - (PER SF)	901.19 SF	0.00	0.87	32.66	816.70
Detailed HEPA vacuuming after the drying is completed for clearance testing. Done according to IICRC S-520 for all surfaces to be HEPA vacuumed.					
Totals: Bedroom 2				68.41	1,686.29

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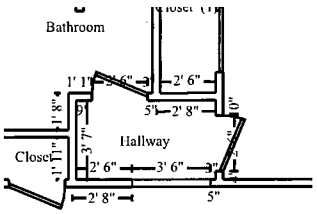
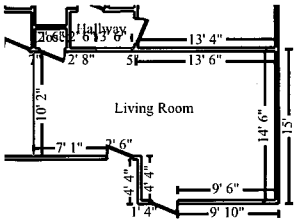


Hallway **Height: 8'**

133.39	SF Walls	22.15	SF Ceiling
155.54	SF Walls & Ceiling	22.15	SF Floor
2.46	SY Flooring	16.09	LF Floor Perimeter
19.59	LF Ceil. Perimeter		

Missing Wall - Goes to Floor **3' 6" X 6' 8"** **Opens into LIVING_ROOM**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
50. Baseboard - Detach	16.09 LF	0.00	1.18	0.79	19.78
51. Tear out trim and bag for disposal	27.00 LF	1.08	0.00	1.42	30.58
52. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	9.00 LF	6.23	0.00	2.47	58.54
53. HEPA Vacuuming - Light - (PER SF)	22.15 SF	0.00	0.42	0.39	9.69
Light Hepa Vacuuming after demolition. Performed to keep dust and contaminates from getting airborne excessively.					
54. Clean the floor	22.15 SF	0.00	0.57	0.54	13.17
55. Clean the walls and ceiling	155.54 SF	0.00	0.57	3.76	92.42
56. HEPA Vacuuming - Detailed - (PER SF)	177.69 SF	0.00	0.87	6.44	161.03
Detailed HEPA vacuuming after the drying is completed for clearance testing. Done according to IICRC S-520 for all surfaces to be HEPA vacuumed.					
Totals: Hallway				15.81	385.21



Living Room **Height: 8'**

502.73	SF Walls	295.29	SF Ceiling
798.02	SF Walls & Ceiling	295.29	SF Floor
32.81	SY Flooring	62.26	LF Floor Perimeter
65.76	LF Ceil. Perimeter		

Missing Wall - Goes to Floor **3' 6" X 6' 8"** **Opens into HALLWAY**

Missing Wall **10' 2 1/4" X 8'** **Opens into KITCHEN**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
57. Baseboard - Detach	46.69 LF	0.00	1.18	2.30	57.39
58. Tear out trim and bag for disposal	12.00 LF	1.08	0.00	0.63	13.59
59. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	25.00 LF	6.23	0.00	6.85	162.60

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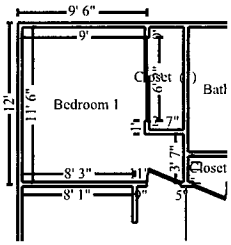
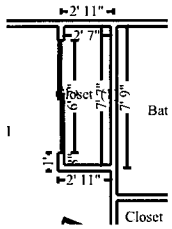
CONTINUED - Living Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
60. HEPA Vacuuming - Light - (PER SF)	295.29 SF	0.00	0.42	5.17	129.19
Light Hepa Vacuuming after demolition. Performed to keep dust and contaminates from getting airborne excessively.					
61. Clean the floor	295.29 SF	0.00	0.57	7.14	175.46
62. Clean the walls and ceiling	798.02 SF	0.00	0.57	19.29	474.16
63. HEPA Vacuuming - Detailed - (PER SF)	1,093.31 SF	0.00	0.87	39.63	990.81
Detailed HEPA vacuuming after the drying is completed for clearance testing. Done according to IICRC S-520 for all surfaces to be HEPA vacuumed.					
Totals: Living Room				81.01	2,003.20



Bedroom 1 **Height: 8'**

373.43 SF Walls	113.28 SF Ceiling
486.71 SF Walls & Ceiling	113.28 SF Floor
12.59 SY Flooring	46.68 LF Floor Perimeter
46.68 LF Ceil. Perimeter	



Subroom: Closet (1) **Height: 8'**

162.32 SF Walls	19.37 SF Ceiling
181.68 SF Walls & Ceiling	19.37 SF Floor
2.15 SY Flooring	20.29 LF Floor Perimeter
20.29 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
64. Baseboard - Detach	66.97 LF	0.00	1.18	3.29	82.31
65. Tear out trim and bag for disposal	12.00 LF	1.08	0.00	0.63	13.59
66. Tear out and bag wet insulation	8.00 SF	0.79	0.00	0.28	6.60
67. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	7.00 LF	6.23	0.00	1.92	45.53
68. Tear out wet drywall, cleanup, bag, per LF - to 4' - Cat 3	18.00 LF	8.75	0.00	7.09	164.59
69. Window blind - horizontal or vertical - Detach & reset	0.50 EA	0.00	44.64	0.93	23.25
70. Bypass (sliding) door set - slabs only - Detach & reset	0.50 EA	0.00	40.08	0.83	20.87

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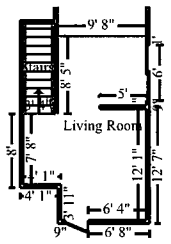
CONTINUED - Bedroom 1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
71. HEPA Vacuuming - Light - (PER SF)	132.65 SF	0.00	0.42	2.32	58.03
Light Hepa Vacuuming after demolition. Performed to keep dust and contaminates from getting airborne excessively.					
72. Clean the floor	132.65 SF	0.00	0.57	3.21	78.82
73. Clean the walls and ceiling	668.39 SF	0.00	0.57	16.16	397.14
74. HEPA Vacuuming - Detailed - (PER SF)	801.04 SF	0.00	0.87	29.03	725.93
Detailed HEPA vacuuming after the drying is completed for clearance testing. Done according to IICRC S-520 for all surfaces to be HEPA vacuumed.					
Totals: Bedroom 1				65.69	1,616.66
Total: Front Dwelling				**328.00**	**8,105.12**

Back Dwelling



Living Room **Height: 8'**

506.40 SF Walls	217.46 SF Ceiling
723.86 SF Walls & Ceiling	217.46 SF Floor
24.16 SY Flooring	63.30 LF Floor Perimeter
66.65 LF Ceil. Perimeter	

Missing Wall	**9' 7 11/16" X 8'**	**Opens into KITCHEN**
Missing Wall	**3' 4 3/16" X 8'**	**Opens into STAIRS**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
75. Window blind - horizontal or vertical - Detach & reset	1.00 EA	0.00	44.64	1.86	46.50
76. Tear out and bag wet insulation	64.00 SF	0.79	0.00	2.27	52.83
77. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	64.00 LF	6.23	0.00	17.56	416.28
78. Tear out non-salv floating floor & bag - Category 3 water	217.46 SF	2.67	0.00	24.94	605.56
79. Tear out non-salv underlayment & bag - Category 3 water	217.46 SF	2.29	0.00	21.50	519.48
80. Baseboard - Detach	64.00 LF	0.00	1.18	3.15	78.67
81. Tear out trim and bag for disposal	40.00 LF	1.08	0.00	2.11	45.31
82. HEPA Vacuuming - Light - (PER SF)	217.46 SF	0.00	0.43	3.90	97.41
83. Clean the floor	217.46 SF	0.00	0.57	5.26	129.21

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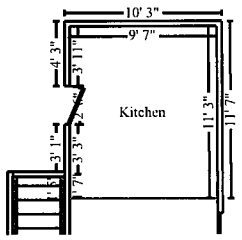
CONTINUED - Living Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
84. Clean the walls and ceiling	723.86 SF	0.00	0.57	17.50	430.10
85. HEPA Vacuuming - Detailed - (PER SF)	941.32 SF	0.00	0.87	34.12	853.07
Detailed HEPA vacuuming after the drying is completed for clearance testing. Done according to IICRC S-520 for all surfaces to be HEPA vacuumed.					
Totals: Living Room				134.17	3,274.42



Kitchen **Height: 8'**

256.54 SF Walls
364.59 SF Walls & Ceiling
12.01 SY Flooring
32.07 LF Ceil. Perimeter
108.05 SF Ceiling
108.05 SF Floor
32.07 LF Floor Perimeter

Missing Wall **9' 7 11/16" X 8'** **Opens into LIVING_ROOM**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
86. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	32.00 LF	6.23	0.00	8.77	208.13
87. Cabinet - lower (base) unit - Detach	9.50 LF	0.00	19.33	7.65	191.29
88. HEPA Vacuuming - Detailed - (PER SF)	472.64 SF	0.00	0.87	17.13	428.33
Detailed HEPA vacuuming after the drying is completed for clearance testing. Done according to IICRC S-520 for all surfaces to be HEPA vacuumed.					
89. Cabinet - full height unit - Detach	2.00 LF	0.00	19.26	1.60	40.12
90. Tear out and bag wet insulation	44.00 SF	0.79	0.00	1.56	36.32
91. Tear out non-salv floating floor & bag - Category 3 water	108.05 SF	2.67	0.00	12.39	300.88
92. Tear out non-salv underlayment & bag - Category 3 water	108.05 SF	2.29	0.00	10.68	258.11
93. Range - freestanding - gas - Detach	1.00 EA	0.00	37.33	1.56	38.89
94. Refrigerator - Detach	1.00 EA	0.00	28.00	1.17	29.17
95. Sink - double bowl - Detach	1.00 EA	0.00	30.84	1.28	32.12
96. Garbage disposer - Detach & reset	0.50 EA	0.00	165.81	3.45	86.36
97. Remove Plumbing fixture supply line	2.00 EA	6.10	0.00	0.51	12.71
98. P-trap assembly - Detach & reset	0.50 EA	0.00	61.63	1.28	32.10
99. Baseboard - Detach	7.00 LF	0.00	1.18	0.34	8.60

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CONTINUED - Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
100. Tear out trim and bag for disposal	12.00 LF	1.08	0.00	0.63	13.59
101. HEPA Vacuuming - Light - (PER SF)	108.05 SF	0.00	0.43	1.94	48.40
102. Clean the floor	108.05 SF	0.00	0.57	2.61	64.20
103. Clean the walls and ceiling	364.59 SF	0.00	0.57	8.81	216.63
Totals: Kitchen				83.36	2,045.95
Total: Back Dwelling				**217.53**	**5,320.37**
Line Item Totals: M-21-0044-SWR				**879.24**	**21,040.34**

Grand Total Areas:

3,428.79	SF Walls	1,163.03	SF Ceiling	4,591.82	SF Walls and Ceiling
1,190.82	SF Floor	132.31	SY Flooring	423.58	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	429.84	LF Ceil. Perimeter
1,190.82	Floor Area	1,272.00	Total Area	3,322.14	Interior Wall Area
1,837.07	Exterior Wall Area	204.12	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

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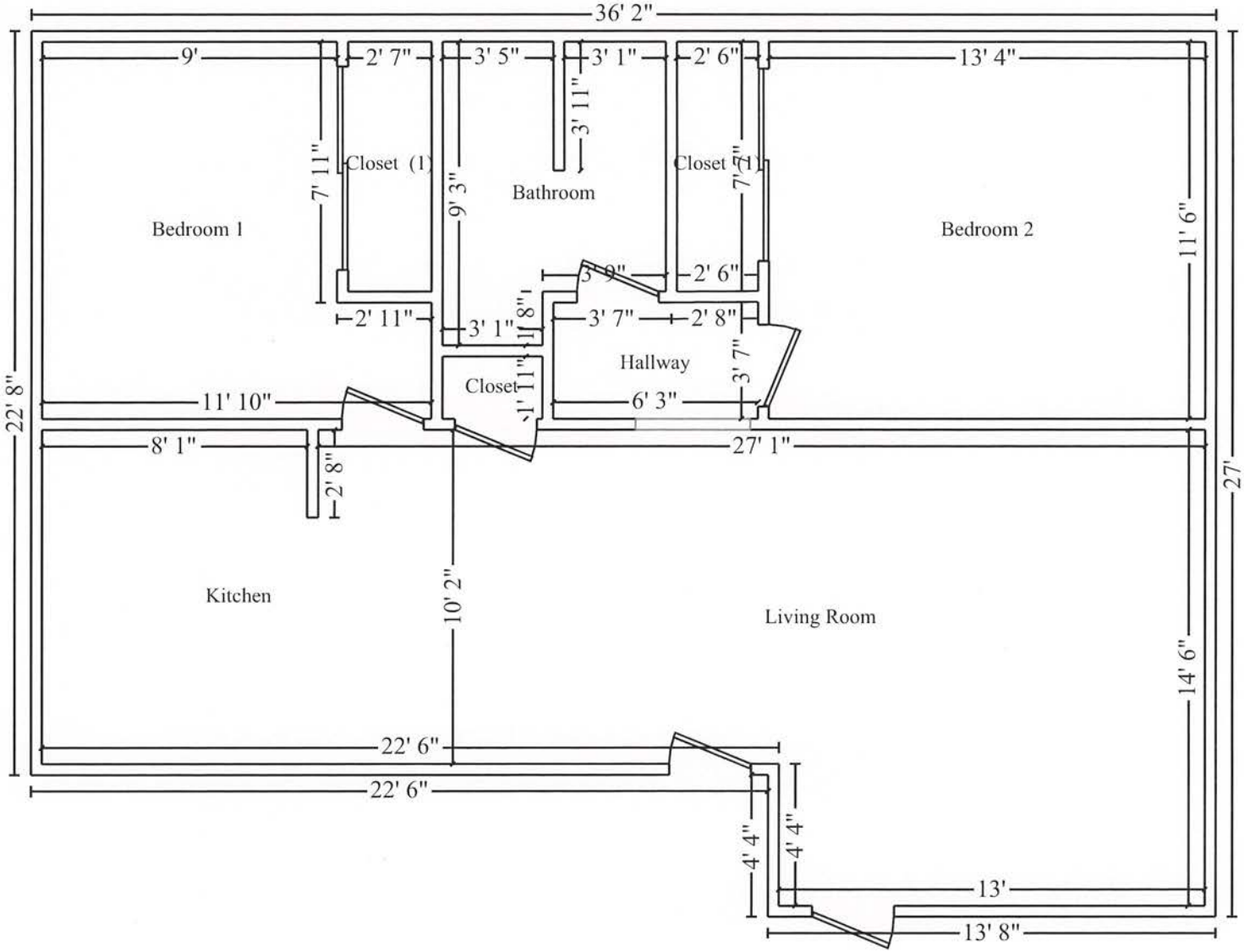
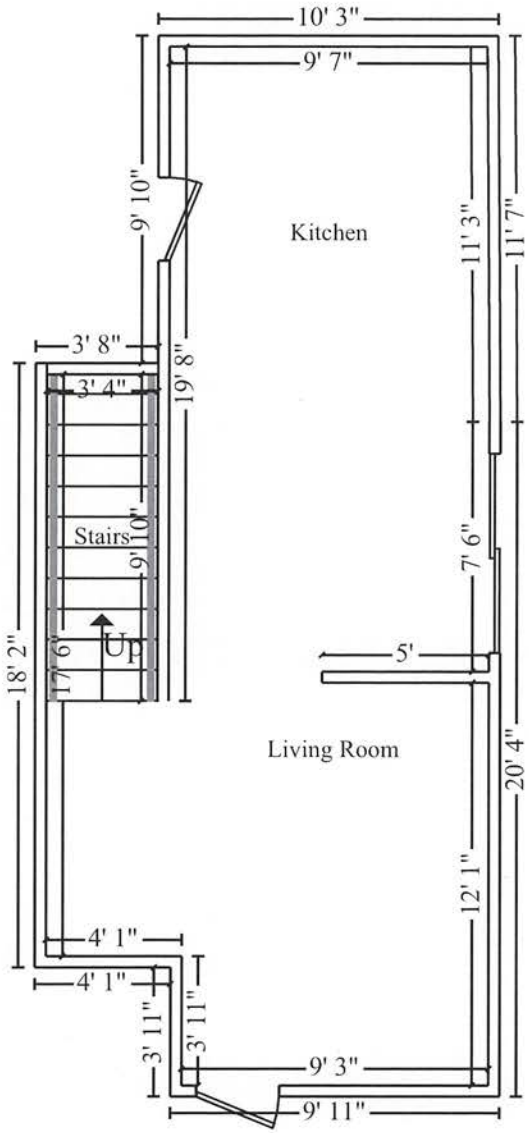
Summary

Line Item Total	20,161.10
Material Excise Tax	37.81
Subtotal	20,198.91
General Excise Tax	841.43
Replacement Cost Value	**$21,040.34**
Net Claim	**$21,040.34**

Krystle Cook



Front Dwelling



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Back Dwelling

PROPOSAL

P.F. Total Construction LLC.

P.O. Box 612 Kihei
Phone: (808)205-3784
e-mail: Pftotalconstruction@outlook.com

JOB NAME: 2068 KAHEKILI HWY
WAIHEE, WAILUKU, HI 96793
DATE: 02/08/2021

TO: Jesus Ortega

DESCRIPTION	
Remodel	
*** LABOR:** 1. **Drywall:** Hanging partial drywall in the living area, bedroom 1, bedroom 2 and bathroom for Unit 1. For Unit 2.. hanging partial drywall and living space. Also, includes taping, mudding and texturing. 2. **Baseboard:** Installation of baseboards in the living area, bedroom 1, bedroom 2 and bathroom for Unit 1. For Unit 2.. only the living space area. 3. **Cabinets:** Installation of cabinets in the kitchen and a bathroom vanity for Unit 1. For Unit 2.. installation of cabinets in the kitchen. 4. **Paint:** Partial paint in the living area, kitchen area, bedroom 1, bedroom 2 and the bathroom for the Unit 1. For Unit 2.. partial paint, living area and kitchen area. 5. **Flooring:** Installation of new flooring for Unit 2. 6. **Countertops:** Installation of countertops for Unit 1 and Unit 2. • **Labor cost: $13,450.00**	

THANK YOU FOR YOUR BUSINESS!

YOUR LOGO HERE

PROPOSAL

DESCRIPTION	
*** MATERIALS:** 1. 565 sq ft. area that needs to be repaired with 18 sheets of Drywall 2. 340 sq ft. of Flooring 3. About 14 gallon of Paint 1660 sf. Area that needs to be paint it 4. 10 gallon of Primer 1660 sf. Area for primer. 5. 20 gallon of Plus 3 Joint compound 6. 1 box of Calkin 7. 2 rolls of Joint tape 8. Spackling 9. 18 gauge Finish nails 10. 259 ft. of Baseboard 11. Trims (120 linear ft) 12. Vanity with countertop 13. Drywall Corner bead (50 linear ft) 14. Drywall screws • **Material cost: $ 6,950.00**	

Make all checks payable to P.F. Total Construction LLC.

THANK YOU FOR YOUR BUSINESS!

YOUR LOGO HERE

PROPOSAL

DESCRIPTION	
Including 20% to cover are guarantee. plus delivery off the Material cost. • NOTE: Any damage(s) on the cabinets, countertops or any other items that is being removed is not the responsibility of P.F. Total Construction. Mahalo	
Labor and Material cost	**$ 20,450.00**

Any change(s)... it will be an additional cost.

PROPOSAL	
Subtotal	$ 20,450.00
Taxes	$ 851.95
Grand Total	**$ 21,301.95**

Make all checks payable to P.F. Total Construction LLC.

THANK YOU FOR YOUR BUSINESS!

STANDARD LEASE AGREEMENT

This Agreement, dated 11-1-, 2020, by and between 2 individuals known as Pedro Ortega and Yecenia Barragan of 333 Dairy rd 110 B, kahului, Hawaii, 96732, hereinafter known as the "Landlord",

AND

An individual known as Belen Ortega, hereinafter known as the "Tenant(s)", agree to the following:

OCCUPANT(S): The Premises is to be occupied strictly as a residential dwelling with the following Two (2) Occupants to reside on the Premises in addition to the Tenant(s) mentioned above: Jared Torres and Alexa Torres, hereinafter known as the "Occupant(s)".

OFFER TO RENT: The Landlord hereby rents to the Tenant(s), subject to the following terms and conditions of this Agreement, a single-family home with the address of 2068 Kahekili Hwy, Wailuku, Hawaii, 96793 consisting of 1 bathroom(s) and 1 bedroom(s) hereinafter known as the "Premises". The Landlord may also use the address for notices sent to the Tenant(s).

PURPOSE: The Tenant(s) and any Occupant(s) may only use the Premises as a residential dwelling. It may not be used for storage, manufacturing of any type of food or product, professional service(s), or for any commercial use unless otherwise stated in this Agreement.

FURNISHINGS: The Premises is not furnished.

APPLIANCES: The Landlord shall provide the following appliances:

Air Conditioner(s), Dryer (for Laundry), Refrigerator, Stove(s), Washer (for Laundry), and all other appliances to be provided by the Tenant(s). Any damage to the Landlord's appliances shall be the liability of the Tenant(s), reasonable wear-and-tear excepted, to be billed directly or less the Security Deposit.

LEASE TERM: This Agreement shall be a fixed-period arrangement beginning on November 1 2020 and ending on October 31 2021 with the Tenant(s) being required to move-out at the end of the Lease Term if a new Lease Agreement is not authorized. Hereinafter known as the "Lease Term".

RENT: Tenant(s) shall pay the Landlord in equal monthly installments of $1,300.00 (US Dollars) hereinafter known as the "Rent". The Rent will be due on the First (1st) of every month and be paid via the following instructions:

Cashiers check or Money Order

NON-SUFFICIENT FUNDS (NSF CHECKS): If the Tenant(s) attempts to pay the rent with a check that is not honored or an electronic transaction (ACH) due to insufficient funds (NSF) there shall be a fee of $35.00 (US Dollars).

LATE FEE: If rent is not paid on the due date, there shall be a late fee assessed by the Landlord in the amount of:

Calculated as 10% percent of the monthly rent per occurrence for each month payment that is late after the 5th Day rent is due.

FIRST (1ST) MONTH'S RENT: First (1st) month's rent shall be due by the Tenant(s) upon the execution of this Agreement.

PRE-PAYMENT: The Landlord shall not require any pre-payment of rent by the Tenant(s).

PRORATION PERIOD: The Tenant(s) will not move into the Premises before the start of the Lease Term.

SECURITY DEPOSIT: The Tenant(s) shall not be obligated to pay a Security Deposit as part of this Agreement.

POSSESSION: Tenant(s) has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant(s) shall terminate this Agreement at the option of the Tenant(s). Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant(s) cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant(s) along with any other pre-paid rent, fees, including if the Tenant(s) paid a fee during the application process before the execution of this Agreement.

ACCESS: Upon the beginning of the Proration Period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give access to the Tenant(s) in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the Tenant(s) shall be returned to the Landlord or a fee will be charged to the Tenant(s) or the fee will be subtracted from the Security Deposit.

MOVE-IN INSPECTION: Before, at the time of the Tenant(s) accepting possession, or shortly thereafter, the Landlord and Tenant(s) shall perform an inspection documenting the present condition of all appliances, fixtures, furniture, and any existing damage within the Premises.

SUBLETTING: The Tenant(s) shall not have the right to sub-let the Premises or any part thereof without the prior written consent of the Landlord. If consent is granted by the Landlord, the Tenant(s) will be responsible for all actions and liabilities of the Sublessee including but not limited to: damage to the Premises, non-payment of rent, and any eviction process (In the event of an eviction the Tenant(s) shall be responsible for all court filing fee(s), representation, and any other fee(s) associated with removing the Sublessee). The consent by the Landlord to one sub-let shall not be deemed to be consent to any subsequent subletting.

ABANDONMENT: If the Tenant(s) vacates or abandons the property for a time-period that is the minimum set by State law or seven (7) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises. If the Tenant(s) vacates or abandons the property, the Landlord shall immediately have the right to terminate this Agreement.

ASSIGNMENT: Tenant(s) shall not assign this Lease without the prior written consent of the Landlord. The consent by the Landlord to one assignment shall not be deemed to be consent to any subsequent assignment.

PARKING: The Landlord shall provide the Tenant(s) 2 Parking Spaces.

The Landlord shall not charge a fee for the 2 Parking Spaces. The Parking Space(s) can be described as: Left side gravel area

RIGHT OF ENTRY: The Landlord shall have the right to enter the Premises during normal working hours by providing notice in accordance with the minimum State requirement in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

SALE OF PROPERTY: If the Premises is sold, the Tenant(s) is to be notified of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new owner shall not have the right to terminate this Agreement and it shall continue under the terms and conditions agreed upon by the Landlord and Tenant(s).

UTILITIES: The Landlord agrees to pay for the following utilities and services:

Trash Removal, Water, with all other utilities and services to be the responsibility of the Tenant(s).

MAINTENANCE, REPAIRS, OR ALTERATIONS: The Tenant(s) shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant(s) may not make any alterations to the leased premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building. If the Premises includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant(s) moves into the premises. After the initial placement of the fresh batteries it is the responsibility of the Tenant(s) to replace batteries when needed. A monthly "cursory" inspection may be required for all fire extinguishers to make sure they are fully charged.

EARLY TERMINATION: The Tenant(s) may not be able to cancel this Agreement unless the Tenant is a victim of Domestic Violence, in such case, the Tenant may be able to cancel in accordance with any local, state, or federal laws.

PETS: The Tenant(s) shall not be allowed to have pets on the Premises or common areas except those that are necessary for individuals with disabilities.

NOISE/WASTE: The Tenant(s) agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant(s) further agrees to abide by any and all local, county, and State noise ordinances.

GUESTS: There shall be no other persons living on the Premises other than the Tenant(s) and any Occupant(s). Guests of the Tenant(s) are allowed for periods not lasting for more than 2 weeks unless otherwise approved by the Landlord.

SMOKING POLICY: Smoking on the Premises is prohibited on the entire property, including individual units, common areas, every building and adjoining properties.

COMPLIANCE WITH LAW: The Tenant(s) agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant(s), the Landlord, or both.

DEFAULT: If the Tenant(s) fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant(s) by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant(s) fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Landlord may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The Tenant(s) will be in default if: (a) Tenant(s) does not pay rent or other amounts that are owed in accordance with respective State laws; (b) Tenant(s), their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Tenant(s) abandons the Premises; (d) Tenant(s) gives incorrect or false information in the rental application; (e) Tenant(s), or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant(s), guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

MULTIPLE TENANT(S) OR OCCUPANT(S): Each individual that is considered a Tenant(s) is jointly and individually liable for all of this Agreement's obligations, including but not limited to rent monies. If any Tenant(s), guest, or Occupant(s) violates this Agreement, the Tenant(s) is considered to have violated this Agreement. Landlord's requests and notices to the Tenant(s) or any of the Occupant(s) of legal age constitutes notice to the Tenant(s). Notices and requests from the Tenant(s) or any one of the Occupant(s) (including repair requests and entry permissions) constitutes notice from the Tenant(s). In eviction suits, the Tenant(s) is considered the agent of the Premise for the service of process.

DISPUTES: If a dispute arises during or after the term of this Agreement between the Landlord and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

SEVERABILITY: If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

SURRENDER OF PREMISES: The Tenant(s) has surrendered the Premises when (a) the move-out date has passed and no one is living in the Premise within the Landlord's reasonable judgment; or (b) Access to the Premise have been turned in to Landlord – whichever comes first. Upon the expiration of the term hereof, the Tenant(s) shall surrender the Premise in better or equal condition

as it were at the commencement of this Agreement, reasonable use, wear and tear thereof, and damages by the elements excepted.

RETALIATION: The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Premises, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.

WAIVER: A Waiver by the Landlord for a breach of any covenant or duty by the Tenant(s), under this Agreement is not a waiver for a breach of any other covenant or duty by the Tenant(s), or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this Agreement and executed by the Tenant(s) and Landlord.

EQUAL HOUSING: If the Tenant(s) possess(es) any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment of the Tenant(s) is/are encouraged to be provided and presented to the Landlord in writing in order to seek the most appropriate route for providing the modifications to the Premises.

HAZARDOUS MATERIALS: The Tenant(s) agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

WATERBEDS: The Tenant(s) is not permitted to furnish the Premises with waterbeds.

INDEMNIFICATION: The Landlord shall not be liable for any damage or injury to the Tenant(s), or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant(s) agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant(s)'s expense.

COVENANTS: The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

NOTICES: Any notice to be sent by the Landlord or the Tenant(s) to each other shall use the following mailing addresses:

Landlord's/Agent's Mailing Address

Pedro Ortega and Yecenia Barragan
333 Dairy rd 110 B, kahului, Hawaii, 96732

Tenant(s)'s Mailing Address

Belen Ortega
2068 Kahekili Hwy, Wailuku, Hawaii, 96793

AGENT/MANAGER: The Landlord does not have an Agent or Manager and all contact in regards to any repair, maintenance, or complaint must go through the Landlord through the following contact information:

Landlord's Phone Number: (323) 328-4286 Email: barraganyecenia@gmail.com.

PREMISES DEEMED UNINHABITABLE: If the Property is deemed uninhabitable due to damage beyond reasonable repair the Tenant(s) will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant(s), the Tenant(s) shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

SERVICEMEMBERS CIVIL RELIEF ACT: In the event the Tenant(s) is or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant(s) receives permanent change of station (PCS) orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, is ordered into military housing, or receives deployment orders, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer, reflecting the change which warrants termination under this clause. The Tenant will pay prorated rent for any days which he/she occupies the dwelling past the beginning of the rental period.

The damage/security deposit will be promptly returned to Tenant, provided there are no damages to the Premises.

LEAD PAINT: The Premises was not constructed before 1978 and therefore does not contain lead-based paint.

GOVERNING LAW: This Agreement is to be governed under the laws located in the State of Hawaii.

ADDITIONAL TERMS AND CONDITIONS: In addition to the above stated terms and conditions of this Agreement, the Landlord and Tenant agree to the following: If rent not paid by the 5th of the month 10% late fee will be assessed, if after the 12th of the month still no payment automatic cause for termination of lease agreement. Number of tenants agreed on 3. No abandoned vehicles of property. No crude structures or tents. No loud noise or music from 10pm-8am. Any additional people staying over 14days will have an increase in rent for the month (must notify prior to arrival). Discard of garbage that does not fit in trash can immediately. Failure to comply will result in fines and added to rent cost.

ENTIRE AGREEMENT: This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant(s) agree to the terms and conditions and shall be bound until the end of the Lease Term.

The parties have agreed and executed this agreement on 11-1-, 20 20.

LANDLORD(S) SIGNATURE

Landlord's Signature _____

Landlord's Signature _____

TENANT(S) SIGNATURE

Tenant's Signature _____

AMOUNT ($) DUE AT SIGNING

First (1st) Month's Rent: $1,300.00

STANDARD LEASE AGREEMENT

This Agreement, dated 4 - 1, 20 20, by and between 2 individuals known as Pedro Ortega and Yecenia Barragan of 333 Dairy Rd, Kahului, Hawaii, 96732, hereinafter known as the "Landlord",

AND

2 individuals known as Rachelle Sparkman and Bryant Sparkman, hereinafter known as the "Tenant(s)", agree to the following:

OCCUPANT(S): The Premises is to be occupied strictly as a residential dwelling with the following Occupant to reside on the Premises in addition to the Tenant(s) mentioned above: Preslee Sparkman, hereinafter known as the "Occupant(s)".

OFFER TO RENT: The Landlord hereby rents to the Tenant(s), subject to the following terms and conditions of this Agreement, a single-family home with the address of 2068 Kahekili Hwy, Wailuku, Hawaii, 96793 consisting of 1 bathroom(s) and 3 bedroom(s) hereinafter known as the "Premises". The Landlord may also use the address for notices sent to the Tenant(s).

PURPOSE: The Tenant(s) and any Occupant(s) may only use the Premises as a residential dwelling. It may not be used for storage, manufacturing of any type of food or product, professional service(s), or for any commercial use unless otherwise stated in this Agreement.

FURNISHINGS: The Premises is not furnished.

APPLIANCES: The Landlord shall provide the following appliances:

Air Conditioner(s), Dryer (for Laundry), Fan(s), Hot Water Heater, Refrigerator, Stove(s), Washer (for Laundry), and all other appliances to be provided by the Tenant(s). Any damage to the Landlord's appliances shall be the liability of the Tenant(s), reasonable wear-and-tear excepted, to be billed directly or less the Security Deposit.

LEASE TERM: This Agreement shall be a fixed-period arrangement beginning on April 1 2020 and ending on March 31 2021 with the Tenant(s) being required to move-out at the end of the Lease Term if a new Lease Agreement is not authorized. Hereinafter known as the "Lease Term".

RENT: Tenant(s) shall pay the Landlord in equal monthly installments of $2,500.00 (US Dollars) hereinafter known as the "Rent". The Rent will be due on the First (1st) of every month and be paid via the following instructions:

Cashier's Check or Money Order

NON-SUFFICIENT FUNDS (NSF CHECKS): If the Tenant(s) attempts to pay the rent with a check that is not honored or an electronic transaction (ACH) due to insufficient funds (NSF) there shall be a fee of $35.00 (US Dollars).

LATE FEE: If rent is not paid on the due date, there shall be a late fee assessed by the Landlord in the amount of:

Calculated as 10% percent of the monthly rent per occurrence for each month payment that is late after the 5th Day rent is due.

FIRST (1ST) MONTH'S RENT: First (1st) month's rent shall be due by the Tenant(s) upon the start of the Lease Term.

PRE-PAYMENT: The Landlord shall not require any pre-payment of rent by the Tenant(s).

PRORATION PERIOD: The Tenant(s) will not move into the Premises before the start of the Lease Term.

SECURITY DEPOSIT: The Tenant(s) shall not be obligated to pay a Security Deposit as part of this Agreement.

POSSESSION: Tenant(s) has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant(s) shall terminate this Agreement at the option of the Tenant(s). Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant(s) cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant(s) along with any other pre-paid rent, fees, including if the Tenant(s) paid a fee during the application process before the execution of this Agreement.

ACCESS: Upon the beginning of the Proration Period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give access to the Tenant(s) in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the Tenant(s) shall be returned to the Landlord or a fee will be charged to the Tenant(s) or the fee will be subtracted from the Security Deposit.

MOVE-IN INSPECTION: Before, at the time of the Tenant(s) accepting possession, or shortly thereafter, the Landlord and Tenant(s) shall perform an inspection documenting the present condition of all appliances, fixtures, furniture, and any existing damage within the Premises.

SUBLETTING: The Tenant(s) shall not have the right to sub-let the Premises or any part thereof without the prior written consent of the Landlord. If consent is granted by the Landlord, the Tenant(s) will be responsible for all actions and liabilities of the Sublessee including but not limited to: damage to the Premises, non-payment of rent, and any eviction process (In the event of an eviction the Tenant(s) shall be responsible for all court filing fee(s), representation, and any other fee(s) associated with removing the Sublessee). The consent by the Landlord to one sub-let shall not be deemed to be consent to any subsequent subletting.

ABANDONMENT: If the Tenant(s) vacates or abandons the property for a time-period that is the minimum set by State law or seven (7) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises. If the Tenant(s) vacates or abandons the property, the Landlord shall immediately have the right to terminate this Agreement.

ASSIGNMENT: Tenant(s) shall not assign this Lease without the prior written consent of the Landlord. The consent by the Landlord to one assignment shall not be deemed to be consent to any subsequent assignment.

PARKING: The Landlord shall provide the Tenant(s) 3 Parking Spaces.

The Landlord shall not charge a fee for the 3 Parking Spaces. The Parking Space(s) can be described as: Carport and joining driveway.

RIGHT OF ENTRY: The Landlord shall have the right to enter the Premises during normal working hours by providing notice in accordance with the minimum State requirement in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

SALE OF PROPERTY: If the Premises is sold, the Tenant(s) is to be notified of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new owner shall not have the right to terminate this Agreement and it shall continue under the terms and conditions agreed upon by the Landlord and Tenant(s).

UTILITIES: The Landlord agrees to pay for the following utilities and services:

Trash Removal, Water, with all other utilities and services to be the responsibility of the Tenant(s).

MAINTENANCE, REPAIRS, OR ALTERATIONS: The Tenant(s) shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant(s) may not make any alterations to the leased premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building. If the Premises includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant(s) moves into the premises. After the initial placement of the fresh batteries it is the responsibility of the Tenant(s) to replace batteries when needed. A monthly "cursory" inspection may be required for all fire extinguishers to make sure they are fully charged.

EARLY TERMINATION: The Tenant(s) may not be able to cancel this Agreement unless the Tenant is a victim of Domestic Violence, in such case, the Tenant may be able to cancel in accordance with any local, state, or federal laws.

PETS: The Tenant(s) shall be allowed to have:

One (1) pet on the Premises consisting of Cats, with no other types of Pet(s) being allowed on the Premises or common areas, hereinafter known as the "Pet(s)". The Tenant(s) shall not be required to pay a fee for any pet allowed on the Premises. The Tenant(s) is responsible for all damage that any pet causes, regardless of ownership of said pet and agrees to restore the property to its original condition at their expense. There shall be no limit on the weight of the pet. pounds (Lb.).

NOISE/WASTE: The Tenant(s) agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant(s) further agrees to abide by any and all local, county, and State noise ordinances.

GUESTS: There shall be no other persons living on the Premises other than the Tenant(s) and any Occupant(s). Guests of the Tenant(s) are allowed for periods not lasting for more than 2 Weeks unless otherwise approved by the Landlord.

SMOKING POLICY: Smoking on the Premises is prohibited on the entire property, including individual units, common areas, every building and adjoining properties.

COMPLIANCE WITH LAW: The Tenant(s) agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant(s), the Landlord, or both.

DEFAULT: If the Tenant(s) fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant(s) by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant(s) fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Landlord may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The Tenant(s) will be in default if: (a) Tenant(s) does not pay rent or other amounts that are owed in accordance with respective State laws; (b) Tenant(s), their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Tenant(s) abandons the Premises; (d) Tenant(s) gives incorrect or false information in the rental application; (e) Tenant(s), or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant(s), guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

MULTIPLE TENANT(S) OR OCCUPANT(S): Each individual that is considered a Tenant(s) is jointly and individually liable for all of this Agreement's obligations, including but not limited to rent monies. If any Tenant(s), guest, or Occupant(s) violates this Agreement, the Tenant(s) is considered to have violated this Agreement. Landlord's requests and notices to the Tenant(s) or any of the Occupant(s) of legal age constitutes notice to the Tenant(s). Notices and requests from the Tenant(s) or any one of the Occupant(s) (including repair requests and entry permissions) constitutes notice from the Tenant(s). In eviction suits, the Tenant(s) is considered the agent of the Premise for the service of process.

DISPUTES: If a dispute arises during or after the term of this Agreement between the Landlord and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

SEVERABILITY: If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor

the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

SURRENDER OF PREMISES: The Tenant(s) has surrendered the Premises when (a) the move-out date has passed and no one is living in the Premise within the Landlord's reasonable judgment; or (b) Access to the Premise have been turned in to Landlord – whichever comes first. Upon the expiration of the term hereof, the Tenant(s) shall surrender the Premise in better or equal condition as it were at the commencement of this Agreement, reasonable use, wear and tear thereof, and damages by the elements excepted.

RETALIATION: The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Premises, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.

WAIVER: A Waiver by the Landlord for a breach of any covenant or duty by the Tenant(s), under this Agreement is not a waiver for a breach of any other covenant or duty by the Tenant(s), or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this Agreement and executed by the Tenant(s) and Landlord.

EQUAL HOUSING: If the Tenant(s) possess(es) any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment of the Tenant(s) is/are encouraged to be provided and presented to the Landlord in writing in order to seek the most appropriate route for providing the modifications to the Premises.

HAZARDOUS MATERIALS: The Tenant(s) agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

WATERBEDS: The Tenant(s) is not permitted to furnish the Premises with waterbeds.

INDEMNIFICATION: The Landlord shall not be liable for any damage or injury to the Tenant(s), or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant(s) agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant(s)'s expense.

COVENANTS: The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

NOTICES: Any notice to be sent by the Landlord or the Tenant(s) to each other shall use the following mailing addresses:

Landlord's/Agent's Mailing Address

Pedro Ortega and Yecenia Barragan

333 Dairy Rd, Kahului, Hawaii, 96732

Tenant(s)'s Mailing Address

Rachelle Sparkman and Bryant Sparkman
2068 Kahekili Hwy, Wailuku, Hawaii, 96793

AGENT/MANAGER: The Landlord does not have an Agent or Manager and all contact in regards to any repair, maintenance, or complaint must go through the Landlord through the following contact information:

Landlord's Phone Number: (323) 328-4286 Email: barraganyecenia@gmail.com.

PREMISES DEEMED UNINHABITABLE: If the Property is deemed uninhabitable due to damage beyond reasonable repair the Tenant(s) will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant(s), the Tenant(s) shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

SERVICEMEMBERS CIVIL RELIEF ACT: In the event the Tenant(s) is or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant(s) receives permanent change of station (PCS) orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, is ordered into military housing, or receives deployment orders, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer, reflecting the change which warrants termination under this clause. The Tenant will pay prorated rent for any days which he/she occupies the dwelling past the beginning of the rental period.

The damage/security deposit will be promptly returned to Tenant, provided there are no damages to the Premises.

LEAD PAINT: The Premises was not constructed before 1978 and therefore does not contain lead-based paint.

GOVERNING LAW: This Agreement is to be governed under the laws located in the State of Hawaii.

ADDITIONAL TERMS AND CONDITIONS: In addition to the above stated terms and conditions of this Agreement, the Landlord and Tenant agree to the following: This is a Renewal of lease. Original Lease March 2019 holding a deposit of $2,500.00. If rent not paid by the 5th of the month a late fee of 10% will be assessed, if after the 12th of the month still no payment automatic cause for termination of Lease Agreement. No Abandoned vehicles on property. No loud music from 10pm-8am. All unwanted/garbage items that does not belong on property, must be disposed or thrown in garbage immediately to avoid in fines. Visitors staying past 14days must be notified prior to arrival (increase in rent for the month may occur). No crude tents of structures. For Rent payment please only Cashier's check and Money Order only (electric separately cash ok). For any additional questions or concerns please call Yecenia Barragan (323)328-4286.

ENTIRE AGREEMENT: This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous

discussions, understandings, and oral agreements. The Landlord and Tenant(s) agree to the terms and conditions and shall be bound until the end of the Lease Term.

The parties have agreed and executed this agreement on April 1, 2020, 20 20.

LANDLORD(S) SIGNATURE

Landlord's Signature _____

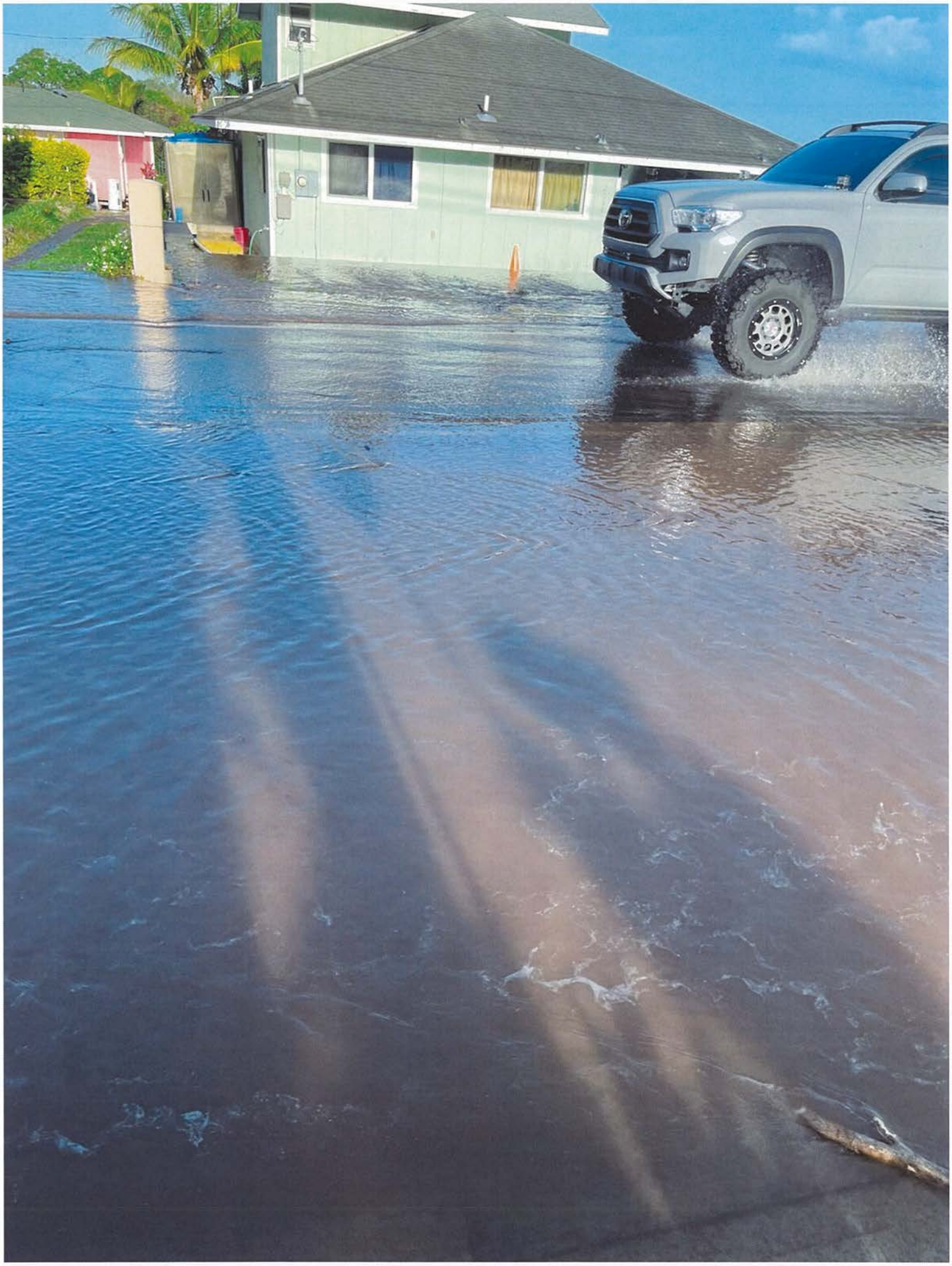
Landlord's Signature _____

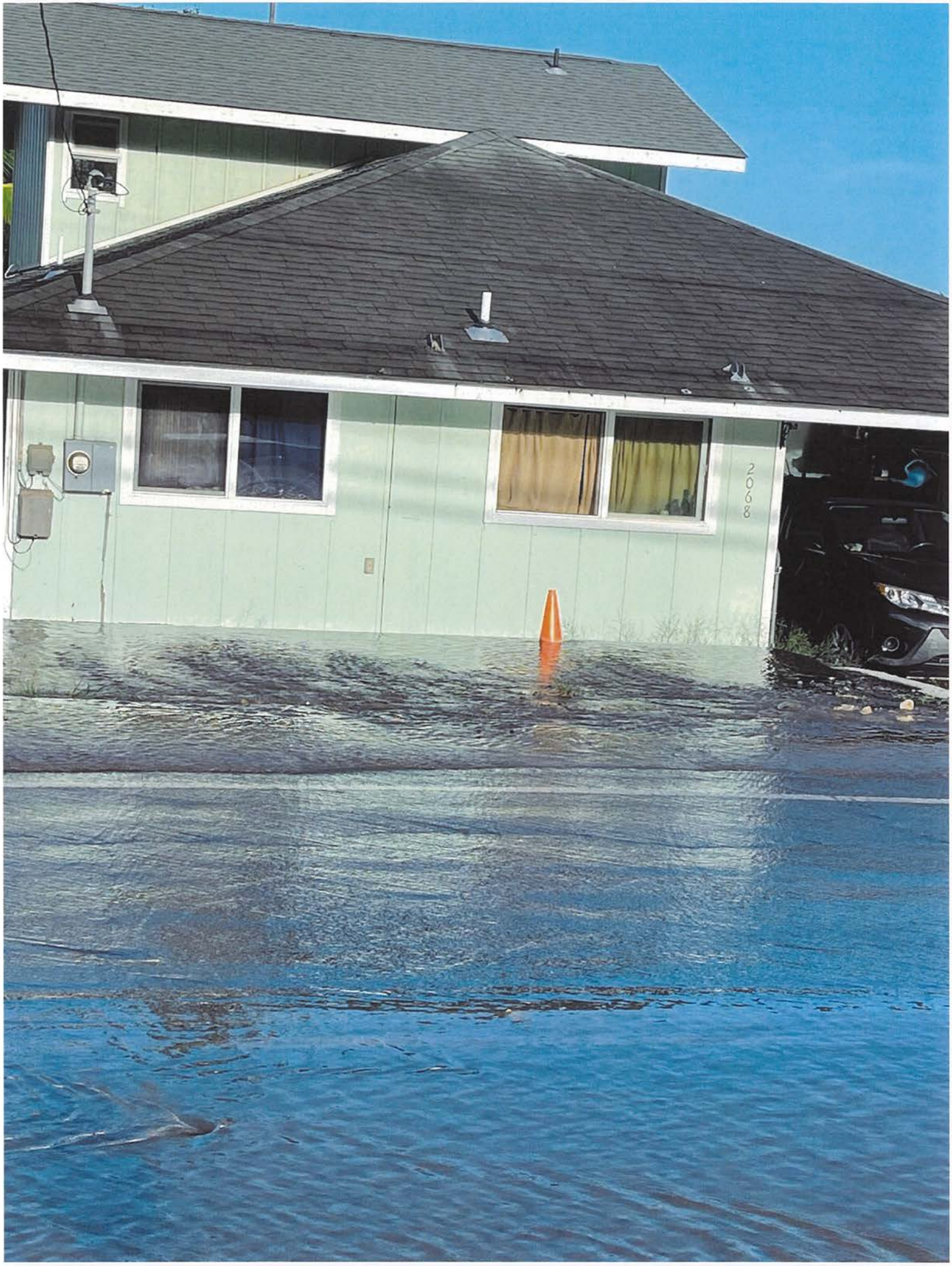
TENANT(S) SIGNATURE

Tenant's Signature _____

Tenant's Signature _____

AMOUNT ($) DUE AT SIGNING

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2815 Kaihikapu Street, Unit 104
Honolulu, HI 96819
(808) 201-2140

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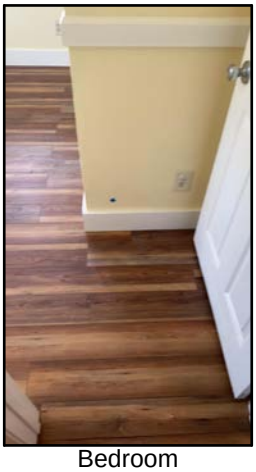
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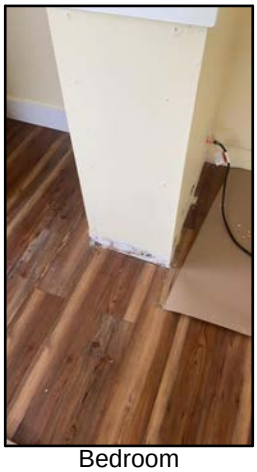
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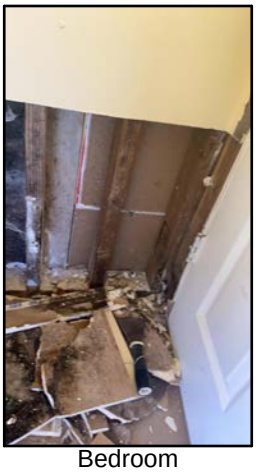
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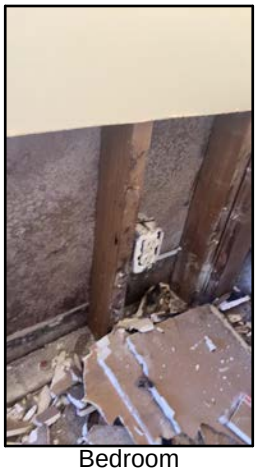
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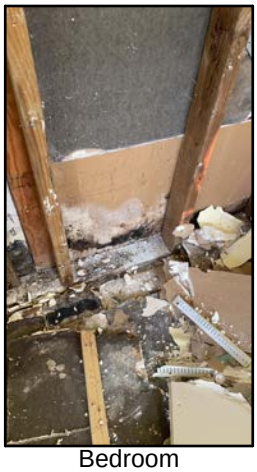
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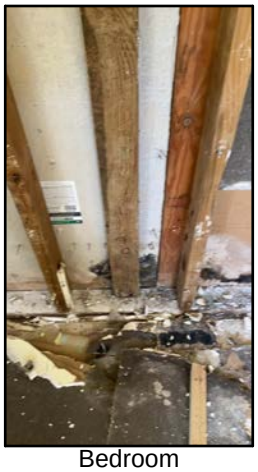
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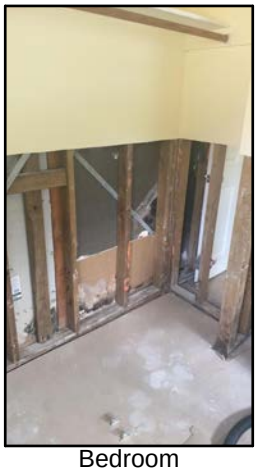
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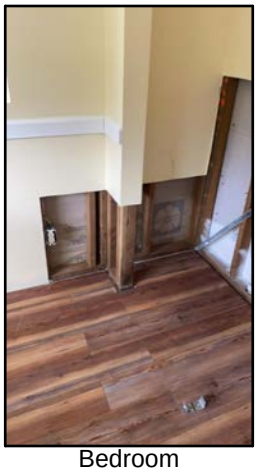
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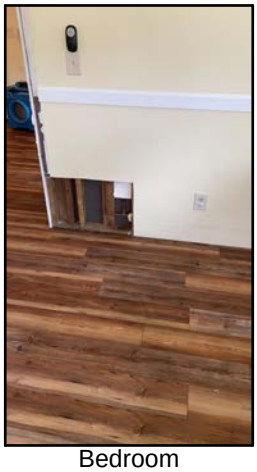
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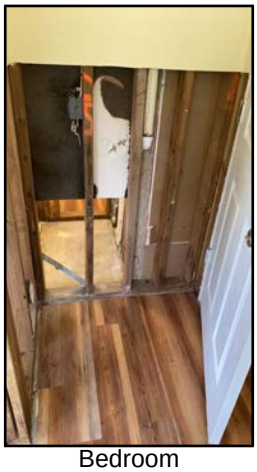
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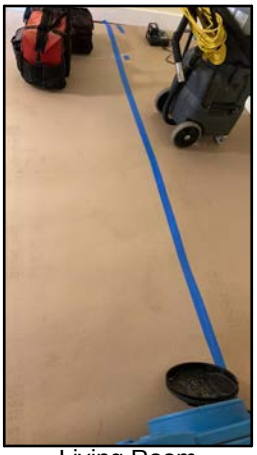
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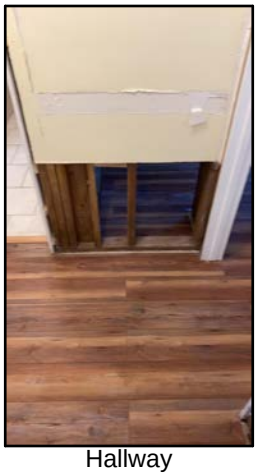
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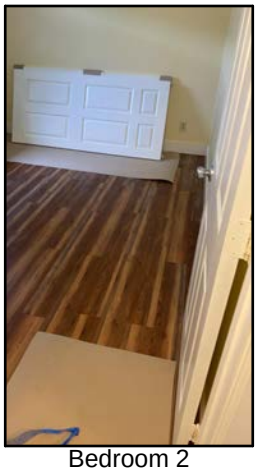
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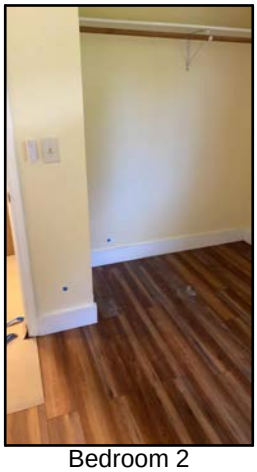
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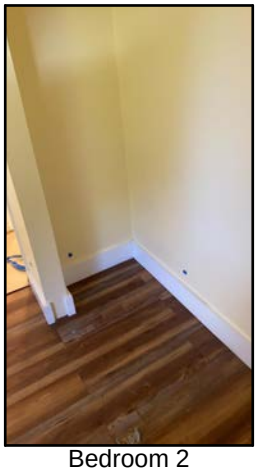
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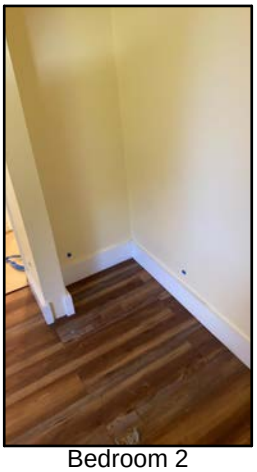
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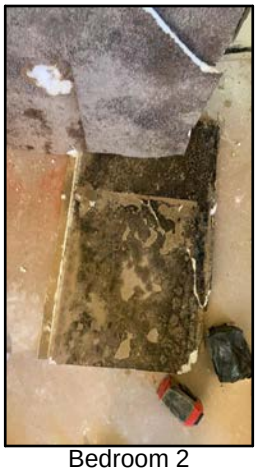
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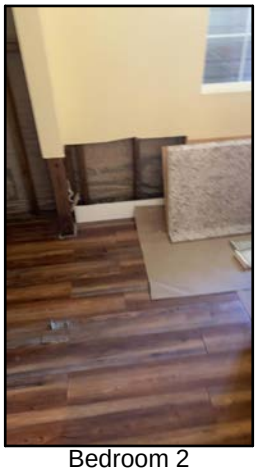
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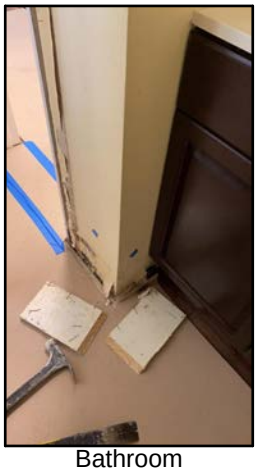
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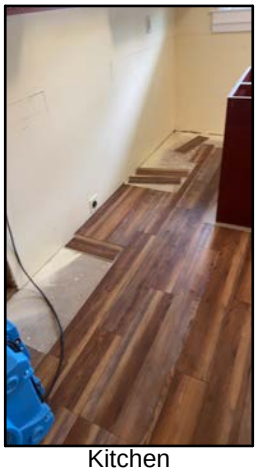
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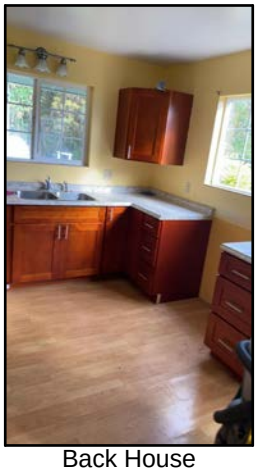
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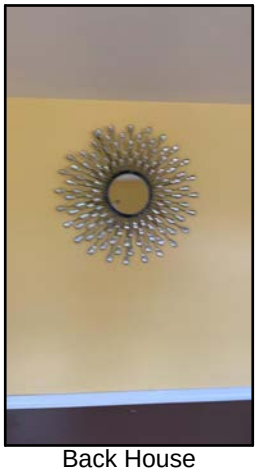
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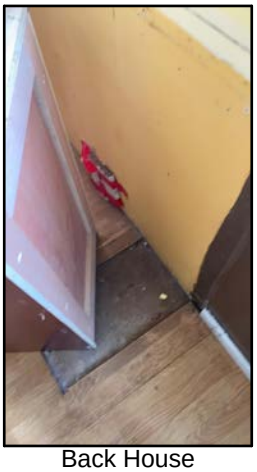
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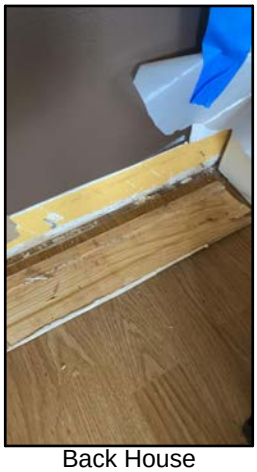
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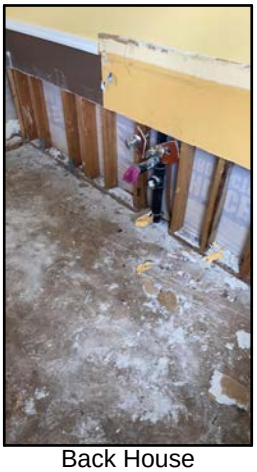
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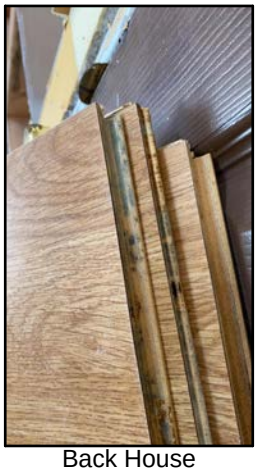
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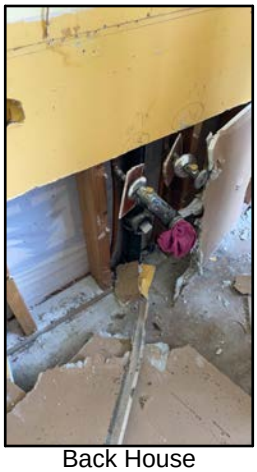
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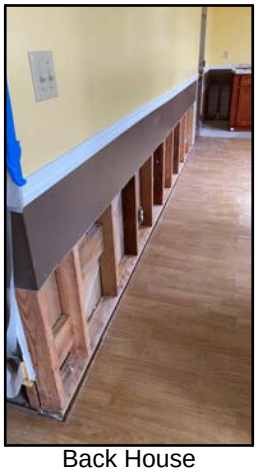
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SB 63088

DEPARTMENT OF WATER SUPPLY
COUNTY OF MAUI
CONSUMER COMPLAINT & METER FIELD RECORD

Name PASSERBY Date 1/15/21 District CEN.

Address 2069 KAHEKILI HWY. Phone 264-9236

Time of Call 413pm Time Dispatched 416pm

Leaking:
- ___ Hydrant
- ✓ Main
- ___ Service
- ___ Meter
- ___ Coupling

Other:
- ___ Excessive Pressure
- ___ Deficient Pressure
- ___ No Water
- ___ Dirty Water, Odor & Taste
- ___ Noise

Miscellaneous ___

Complaint by: P Prepared by: BS Informed Maintenance WMP

This section needs to be filled out by employee who responded to call & reviewed by Supervisor.

*Actual problem if different from above: ___

*Time Responded to Call: 4:00 PM

*Action Taken: 8" cast iron section with 8" ductile pipe 4-A

*If meter was leaking, Meter Reading ___ Meter # ___

*Check one - Meter leak found on County Side ___ or Consumer Side ___

*If leak was on Consumer's side, Consumer's name you notified verbally ___ or if Consumer was not available was blue tag hung ___

*If main leak, actual location ___

# of Consumer(s) affected ___ # of hrs. out of water ___

Size of pipe ___ Type of pipe ___ Footage replaced ___

*If a job order was needed for this 57/60, note Job Order # ___

*Police Report # ___ if applicable.

*Date of Action Taken: 1-15-21 / 1-16-21 By: MKP TR RM SR NW AA Time Job Completed: 4:00AM

Reviewed By - Supervisor; [illegible] 1/25/21 Division Head [illegible]

Form 57/60
Revised 05/25/11

STANDARD LEASE AGREEMENT

This Agreement, dated 11- 1 -, 2020, by and between 2 individuals known as Pedro Ortega and Yecenia Barragan of 333 Dairy rd 110 B, kahului, Hawaii, 96732, hereinafter known as the "Landlord",

AND

An individual known as Belen Ortega, hereinafter known as the "Tenant(s)", agree to the following:

OCCUPANT(S): The Premises is to be occupied strictly as a residential dwelling with the following Two (2) Occupants to reside on the Premises in addition to the Tenant(s) mentioned above: Jared Torres and Alexa Torres, hereinafter known as the "Occupant(s)".

OFFER TO RENT: The Landlord hereby rents to the Tenant(s), subject to the following terms and conditions of this Agreement, a single-family home with the address of 2068 Kahekili Hwy, Wailuku, Hawaii, 96793 consisting of 1 bathroom(s) and 1 bedroom(s) hereinafter known as the "Premises". The Landlord may also use the address for notices sent to the Tenant(s).

PURPOSE: The Tenant(s) and any Occupant(s) may only use the Premises as a residential dwelling. It may not be used for storage, manufacturing of any type of food or product, professional service(s), or for any commercial use unless otherwise stated in this Agreement.

FURNISHINGS: The Premises is not furnished.

APPLIANCES: The Landlord shall provide the following appliances:

Air Conditioner(s), Dryer (for Laundry), Refrigerator, Stove(s), Washer (for Laundry), and all other appliances to be provided by the Tenant(s). Any damage to the Landlord's appliances shall be the liability of the Tenant(s), reasonable wear-and-tear excepted, to be billed directly or less the Security Deposit.

LEASE TERM: This Agreement shall be a fixed-period arrangement beginning on November 1 2020 and ending on October 31 2021 with the Tenant(s) being required to move-out at the end of the Lease Term if a new Lease Agreement is not authorized. Hereinafter known as the "Lease Term".

RENT: Tenant(s) shall pay the Landlord in equal monthly installments of $1,300.00 (US Dollars) hereinafter known as the "Rent". The Rent will be due on the First (1st) of every month and be paid via the following instructions:

Cashiers check or Money Order

NON-SUFFICIENT FUNDS (NSF CHECKS): If the Tenant(s) attempts to pay the rent with a check that is not honored or an electronic transaction (ACH) due to insufficient funds (NSF) there shall be a fee of $35.00 (US Dollars).

LATE FEE: If rent is not paid on the due date, there shall be a late fee assessed by the Landlord in the amount of:

Calculated as 10% percent of the monthly rent per occurrence for each month payment that is late after the 5th Day rent is due.

FIRST (1ST) MONTH'S RENT: First (1st) month's rent shall be due by the Tenant(s) upon the execution of this Agreement.

PRE-PAYMENT: The Landlord shall not require any pre-payment of rent by the Tenant(s).

PRORATION PERIOD: The Tenant(s) will not move into the Premises before the start of the Lease Term.

SECURITY DEPOSIT: The Tenant(s) shall not be obligated to pay a Security Deposit as part of this Agreement.

POSSESSION: Tenant(s) has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant(s) shall terminate this Agreement at the option of the Tenant(s). Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant(s) cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant(s) along with any other pre-paid rent, fees, including if the Tenant(s) paid a fee during the application process before the execution of this Agreement.

ACCESS: Upon the beginning of the Proration Period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give access to the Tenant(s) in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the Tenant(s) shall be returned to the Landlord or a fee will be charged to the Tenant(s) or the fee will be subtracted from the Security Deposit.

MOVE-IN INSPECTION: Before, at the time of the Tenant(s) accepting possession, or shortly thereafter, the Landlord and Tenant(s) shall perform an inspection documenting the present condition of all appliances, fixtures, furniture, and any existing damage within the Premises.

SUBLETTING: The Tenant(s) shall not have the right to sub-let the Premises or any part thereof without the prior written consent of the Landlord. If consent is granted by the Landlord, the Tenant(s) will be responsible for all actions and liabilities of the Sublessee including but not limited to: damage to the Premises, non-payment of rent, and any eviction process (In the event of an eviction the Tenant(s) shall be responsible for all court filing fee(s), representation, and any other fee(s) associated with removing the Sublessee). The consent by the Landlord to one sub-let shall not be deemed to be consent to any subsequent subletting.

ABANDONMENT: If the Tenant(s) vacates or abandons the property for a time-period that is the minimum set by State law or seven (7) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises. If the Tenant(s) vacates or abandons the property, the Landlord shall immediately have the right to terminate this Agreement.

ASSIGNMENT: Tenant(s) shall not assign this Lease without the prior written consent of the Landlord. The consent by the Landlord to one assignment shall not be deemed to be consent to any subsequent assignment.

PARKING: The Landlord shall provide the Tenant(s) 2 Parking Spaces.

The Landlord shall not charge a fee for the 2 Parking Spaces. The Parking Space(s) can be described as: Left side gravel area

RIGHT OF ENTRY: The Landlord shall have the right to enter the Premises during normal working hours by providing notice in accordance with the minimum State requirement in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

SALE OF PROPERTY: If the Premises is sold, the Tenant(s) is to be notified of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new owner shall not have the right to terminate this Agreement and it shall continue under the terms and conditions agreed upon by the Landlord and Tenant(s).

UTILITIES: The Landlord agrees to pay for the following utilities and services:

Trash Removal, Water, with all other utilities and services to be the responsibility of the Tenant(s).

MAINTENANCE, REPAIRS, OR ALTERATIONS: The Tenant(s) shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant(s) may not make any alterations to the leased premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building. If the Premises includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant(s) moves into the premises. After the initial placement of the fresh batteries it is the responsibility of the Tenant(s) to replace batteries when needed. A monthly "cursory" inspection may be required for all fire extinguishers to make sure they are fully charged.

EARLY TERMINATION: The Tenant(s) may not be able to cancel this Agreement unless the Tenant is a victim of Domestic Violence, in such case, the Tenant may be able to cancel in accordance with any local, state, or federal laws.

PETS: The Tenant(s) shall not be allowed to have pets on the Premises or common areas except those that are necessary for individuals with disabilities.

NOISE/WASTE: The Tenant(s) agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant(s) further agrees to abide by any and all local, county, and State noise ordinances.

GUESTS: There shall be no other persons living on the Premises other than the Tenant(s) and any Occupant(s). Guests of the Tenant(s) are allowed for periods not lasting for more than 2 weeks unless otherwise approved by the Landlord.

SMOKING POLICY: Smoking on the Premises is prohibited on the entire property, including individual units, common areas, every building and adjoining properties.

COMPLIANCE WITH LAW: The Tenant(s) agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant(s), the Landlord, or both.

DEFAULT: If the Tenant(s) fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant(s) by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant(s) fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Landlord may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The Tenant(s) will be in default if: (a) Tenant(s) does not pay rent or other amounts that are owed in accordance with respective State laws; (b) Tenant(s), their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Tenant(s) abandons the Premises; (d) Tenant(s) gives incorrect or false information in the rental application; (e) Tenant(s), or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant(s), guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

MULTIPLE TENANT(S) OR OCCUPANT(S): Each individual that is considered a Tenant(s) is jointly and individually liable for all of this Agreement's obligations, including but not limited to rent monies. If any Tenant(s), guest, or Occupant(s) violates this Agreement, the Tenant(s) is considered to have violated this Agreement. Landlord's requests and notices to the Tenant(s) or any of the Occupant(s) of legal age constitutes notice to the Tenant(s). Notices and requests from the Tenant(s) or any one of the Occupant(s) (including repair requests and entry permissions) constitutes notice from the Tenant(s). In eviction suits, the Tenant(s) is considered the agent of the Premise for the service of process.

DISPUTES: If a dispute arises during or after the term of this Agreement between the Landlord and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

SEVERABILITY: If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

SURRENDER OF PREMISES: The Tenant(s) has surrendered the Premises when (a) the move-out date has passed and no one is living in the Premise within the Landlord's reasonable judgment; or (b) Access to the Premise have been turned in to Landlord – whichever comes first. Upon the expiration of the term hereof, the Tenant(s) shall surrender the Premise in better or equal condition

as it were at the commencement of this Agreement, reasonable use, wear and tear thereof, and damages by the elements excepted.

RETALIATION: The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Premises, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.

WAIVER: A Waiver by the Landlord for a breach of any covenant or duty by the Tenant(s), under this Agreement is not a waiver for a breach of any other covenant or duty by the Tenant(s), or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this Agreement and executed by the Tenant(s) and Landlord.

EQUAL HOUSING: If the Tenant(s) possess(es) any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment of the Tenant(s) is/are encouraged to be provided and presented to the Landlord in writing in order to seek the most appropriate route for providing the modifications to the Premises.

HAZARDOUS MATERIALS: The Tenant(s) agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

WATERBEDS: The Tenant(s) is not permitted to furnish the Premises with waterbeds.

INDEMNIFICATION: The Landlord shall not be liable for any damage or injury to the Tenant(s), or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant(s) agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant(s)'s expense.

COVENANTS: The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

NOTICES: Any notice to be sent by the Landlord or the Tenant(s) to each other shall use the following mailing addresses:

Landlord's/Agent's Mailing Address

Pedro Ortega and Yecenia Barragan
333 Dairy rd 110 B, kahului, Hawaii, 96732

Tenant(s)'s Mailing Address

Belen Ortega
2068 Kahekili Hwy, Wailuku, Hawaii, 96793

AGENT/MANAGER: The Landlord does not have an Agent or Manager and all contact in regards to any repair, maintenance, or complaint must go through the Landlord through the following contact information:

Landlord's Phone Number: (323) 328-4286 Email: barraganyecenia@gmail.com.

PREMISES DEEMED UNINHABITABLE: If the Property is deemed uninhabitable due to damage beyond reasonable repair the Tenant(s) will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant(s), the Tenant(s) shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

SERVICEMEMBERS CIVIL RELIEF ACT: In the event the Tenant(s) is or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant(s) receives permanent change of station (PCS) orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, is ordered into military housing, or receives deployment orders, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer, reflecting the change which warrants termination under this clause. The Tenant will pay prorated rent for any days which he/she occupies the dwelling past the beginning of the rental period.

The damage/security deposit will be promptly returned to Tenant, provided there are no damages to the Premises.

LEAD PAINT: The Premises was not constructed before 1978 and therefore does not contain lead-based paint.

GOVERNING LAW: This Agreement is to be governed under the laws located in the State of Hawaii.

ADDITIONAL TERMS AND CONDITIONS: In addition to the above stated terms and conditions of this Agreement, the Landlord and Tenant agree to the following: If rent not paid by the 5th of the month 10% late fee will be assessed, if after the 12th of the month still no payment automatic cause for termination of lease agreement. Number of tenants agreed on 3. No abandoned vehicles of property. No crude structures or tents. No loud noise or music from 10pm-8am. Any additional people staying over 14days will have an increase in rent for the month (must notify prior to arrival). Discard of garbage that does not fit in trash can immediately. Failure to comply will result in fines and added to rent cost.

ENTIRE AGREEMENT: This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant(s) agree to the terms and conditions and shall be bound until the end of the Lease Term.

The parties have agreed and executed this agreement on 11-1-, 20 20.

LANDLORD(S) SIGNATURE

Landlord's Signature _____

Landlord's Signature _____

TENANT(S) SIGNATURE

Tenant's Signature _____

AMOUNT ($) DUE AT SIGNING

First (1st) Month's Rent: $1,300.00

STANDARD LEASE AGREEMENT

This Agreement, dated 4 - 1, 20 20, by and between 2 individuals known as Pedro Ortega and Yecenia Barragan of 333 Dairy Rd, Kahului, Hawaii, 96732, hereinafter known as the "Landlord",

AND

2 individuals known as Rachelle Sparkman and Bryant Sparkman, hereinafter known as the "Tenant(s)", agree to the following:

OCCUPANT(S): The Premises is to be occupied strictly as a residential dwelling with the following Occupant to reside on the Premises in addition to the Tenant(s) mentioned above: Preslee Sparkman, hereinafter known as the "Occupant(s)".

OFFER TO RENT: The Landlord hereby rents to the Tenant(s), subject to the following terms and conditions of this Agreement, a single-family home with the address of 2068 Kahekili Hwy, Wailuku, Hawaii, 96793 consisting of 1 bathroom(s) and 3 bedroom(s) hereinafter known as the "Premises". The Landlord may also use the address for notices sent to the Tenant(s).

PURPOSE: The Tenant(s) and any Occupant(s) may only use the Premises as a residential dwelling. It may not be used for storage, manufacturing of any type of food or product, professional service(s), or for any commercial use unless otherwise stated in this Agreement.

FURNISHINGS: The Premises is not furnished.

APPLIANCES: The Landlord shall provide the following appliances:

Air Conditioner(s), Dryer (for Laundry), Fan(s), Hot Water Heater, Refrigerator, Stove(s), Washer (for Laundry), and all other appliances to be provided by the Tenant(s). Any damage to the Landlord's appliances shall be the liability of the Tenant(s), reasonable wear-and-tear excepted, to be billed directly or less the Security Deposit.

LEASE TERM: This Agreement shall be a fixed-period arrangement beginning on April 1 2020 and ending on March 31 2021 with the Tenant(s) being required to move-out at the end of the Lease Term if a new Lease Agreement is not authorized. Hereinafter known as the "Lease Term".

RENT: Tenant(s) shall pay the Landlord in equal monthly installments of $2,500.00 (US Dollars) hereinafter known as the "Rent". The Rent will be due on the First (1st) of every month and be paid via the following instructions:

Cashier's Check or Money Order

NON-SUFFICIENT FUNDS (NSF CHECKS): If the Tenant(s) attempts to pay the rent with a check that is not honored or an electronic transaction (ACH) due to insufficient funds (NSF) there shall be a fee of $35.00 (US Dollars).

LATE FEE: If rent is not paid on the due date, there shall be a late fee assessed by the Landlord in the amount of:

Calculated as 10% percent of the monthly rent per occurrence for each month payment that is late after the 5th Day rent is due.

FIRST (1ST) MONTH'S RENT: First (1st) month's rent shall be due by the Tenant(s) upon the start of the Lease Term.

PRE-PAYMENT: The Landlord shall not require any pre-payment of rent by the Tenant(s).

PRORATION PERIOD: The Tenant(s) will not move into the Premises before the start of the Lease Term.

SECURITY DEPOSIT: The Tenant(s) shall not be obligated to pay a Security Deposit as part of this Agreement.

POSSESSION: Tenant(s) has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant(s) shall terminate this Agreement at the option of the Tenant(s). Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant(s) cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant(s) along with any other pre-paid rent, fees, including if the Tenant(s) paid a fee during the application process before the execution of this Agreement.

ACCESS: Upon the beginning of the Proration Period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give access to the Tenant(s) in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the Tenant(s) shall be returned to the Landlord or a fee will be charged to the Tenant(s) or the fee will be subtracted from the Security Deposit.

MOVE-IN INSPECTION: Before, at the time of the Tenant(s) accepting possession, or shortly thereafter, the Landlord and Tenant(s) shall perform an inspection documenting the present condition of all appliances, fixtures, furniture, and any existing damage within the Premises.

SUBLETTING: The Tenant(s) shall not have the right to sub-let the Premises or any part thereof without the prior written consent of the Landlord. If consent is granted by the Landlord, the Tenant(s) will be responsible for all actions and liabilities of the Sublessee including but not limited to: damage to the Premises, non-payment of rent, and any eviction process (In the event of an eviction the Tenant(s) shall be responsible for all court filing fee(s), representation, and any other fee(s) associated with removing the Sublessee). The consent by the Landlord to one sub-let shall not be deemed to be consent to any subsequent subletting.

ABANDONMENT: If the Tenant(s) vacates or abandons the property for a time-period that is the minimum set by State law or seven (7) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises. If the Tenant(s) vacates or abandons the property, the Landlord shall immediately have the right to terminate this Agreement.

ASSIGNMENT: Tenant(s) shall not assign this Lease without the prior written consent of the Landlord. The consent by the Landlord to one assignment shall not be deemed to be consent to any subsequent assignment.

PARKING: The Landlord shall provide the Tenant(s) 3 Parking Spaces.

The Landlord shall not charge a fee for the 3 Parking Spaces. The Parking Space(s) can be described as: Carport and joining driveway.

RIGHT OF ENTRY: The Landlord shall have the right to enter the Premises during normal working hours by providing notice in accordance with the minimum State requirement in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers. mortgagees, or lessees upon reasonable notice.

SALE OF PROPERTY: If the Premises is sold, the Tenant(s) is to be notified of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new owner shall not have the right to terminate this Agreement and it shall continue under the terms and conditions agreed upon by the Landlord and Tenant(s).

UTILITIES: The Landlord agrees to pay for the following utilities and services:

Trash Removal, Water, with all other utilities and services to be the responsibility of the Tenant(s).

MAINTENANCE, REPAIRS, OR ALTERATIONS: The Tenant(s) shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant(s) may not make any alterations to the leased premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building. If the Premises includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant(s) moves into the premises. After the initial placement of the fresh batteries it is the responsibility of the Tenant(s) to replace batteries when needed. A monthly "cursory" inspection may be required for all fire extinguishers to make sure they are fully charged.

EARLY TERMINATION: The Tenant(s) may not be able to cancel this Agreement unless the Tenant is a victim of Domestic Violence, in such case, the Tenant may be able to cancel in accordance with any local, state, or federal laws.

PETS: The Tenant(s) shall be allowed to have:

One (1) pet on the Premises consisting of Cats, with no other types of Pet(s) being allowed on the Premises or common areas, hereinafter known as the "Pet(s)". The Tenant(s) shall not be required to pay a fee for any pet allowed on the Premises. The Tenant(s) is responsible for all damage that any pet causes, regardless of ownership of said pet and agrees to restore the property to its original condition at their expense. There shall be no limit on the weight of the pet. pounds (Lb.).

NOISE/WASTE: The Tenant(s) agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant(s) further agrees to abide by any and all local, county, and State noise ordinances.

GUESTS: There shall be no other persons living on the Premises other than the Tenant(s) and any Occupant(s). Guests of the Tenant(s) are allowed for periods not lasting for more than 2 Weeks unless otherwise approved by the Landlord.

SMOKING POLICY: Smoking on the Premises is prohibited on the entire property, including individual units, common areas, every building and adjoining properties.

COMPLIANCE WITH LAW: The Tenant(s) agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant(s), the Landlord, or both.

DEFAULT: If the Tenant(s) fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant(s) by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant(s) fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Landlord may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The Tenant(s) will be in default if: (a) Tenant(s) does not pay rent or other amounts that are owed in accordance with respective State laws; (b) Tenant(s), their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Tenant(s) abandons the Premises; (d) Tenant(s) gives incorrect or false information in the rental application; (e) Tenant(s), or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant(s), guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

MULTIPLE TENANT(S) OR OCCUPANT(S): Each individual that is considered a Tenant(s) is jointly and individually liable for all of this Agreement's obligations, including but not limited to rent monies. If any Tenant(s), guest, or Occupant(s) violates this Agreement, the Tenant(s) is considered to have violated this Agreement. Landlord's requests and notices to the Tenant(s) or any of the Occupant(s) of legal age constitutes notice to the Tenant(s). Notices and requests from the Tenant(s) or any one of the Occupant(s) (including repair requests and entry permissions) constitutes notice from the Tenant(s). In eviction suits, the Tenant(s) is considered the agent of the Premise for the service of process.

DISPUTES: If a dispute arises during or after the term of this Agreement between the Landlord and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

SEVERABILITY: If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor

the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

SURRENDER OF PREMISES: The Tenant(s) has surrendered the Premises when (a) the move-out date has passed and no one is living in the Premise within the Landlord's reasonable judgment; or (b) Access to the Premise have been turned in to Landlord – whichever comes first. Upon the expiration of the term hereof, the Tenant(s) shall surrender the Premise in better or equal condition as it were at the commencement of this Agreement, reasonable use, wear and tear thereof, and damages by the elements excepted.

RETALIATION: The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Premises, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.

WAIVER: A Waiver by the Landlord for a breach of any covenant or duty by the Tenant(s), under this Agreement is not a waiver for a breach of any other covenant or duty by the Tenant(s), or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this Agreement and executed by the Tenant(s) and Landlord.

EQUAL HOUSING: If the Tenant(s) possess(es) any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment of the Tenant(s) is/are encouraged to be provided and presented to the Landlord in writing in order to seek the most appropriate route for providing the modifications to the Premises.

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WATERBEDS: The Tenant(s) is not permitted to furnish the Premises with waterbeds.

INDEMNIFICATION: The Landlord shall not be liable for any damage or injury to the Tenant(s), or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant(s) agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant(s)'s expense.

COVENANTS: The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

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Landlord's/Agent's Mailing Address

Pedro Ortega and Yecenia Barragan

333 Dairy Rd, Kahului, Hawaii, 96732

Tenant(s)'s Mailing Address

Rachelle Sparkman and Bryant Sparkman
2068 Kahekili Hwy, Wailuku, Hawaii, 96793

AGENT/MANAGER: The Landlord does not have an Agent or Manager and all contact in regards to any repair, maintenance, or complaint must go through the Landlord through the following contact information:

Landlord's Phone Number: (323) 328-4286 Email: barraganyecenia@gmail.com.

PREMISES DEEMED UNINHABITABLE: If the Property is deemed uninhabitable due to damage beyond reasonable repair the Tenant(s) will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant(s), the Tenant(s) shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

SERVICEMEMBERS CIVIL RELIEF ACT: In the event the Tenant(s) is or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant(s) receives permanent change of station (PCS) orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, is ordered into military housing, or receives deployment orders, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer, reflecting the change which warrants termination under this clause. The Tenant will pay prorated rent for any days which he/she occupies the dwelling past the beginning of the rental period.

The damage/security deposit will be promptly returned to Tenant, provided there are no damages to the Premises.

LEAD PAINT: The Premises was not constructed before 1978 and therefore does not contain lead-based paint.

GOVERNING LAW: This Agreement is to be governed under the laws located in the State of Hawaii.

ADDITIONAL TERMS AND CONDITIONS: In addition to the above stated terms and conditions of this Agreement, the Landlord and Tenant agree to the following: This is a Renewal of lease. Original Lease March 2019 holding a deposit of $2,500.00. If rent not paid by the 5th of the month a late fee of 10% will be assessed, if after the 12th of the month still no payment automatic cause for termination of Lease Agreement. No Abandoned vehicles on property. No loud music from 10pm-8am. All unwanted/garbage items that does not belong on property, must be disposed or thrown in garbage immediately to avoid in fines. Visitors staying past 14days must be notified prior to arrival (increase in rent for the month may occur). No crude tents of structures. For Rent payment please only Cashier's check and Money Order only (electric separately cash ok). For any additional questions or concerns please call Yecenia Barragan (323)328-4286.

ENTIRE AGREEMENT: This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous

discussions, understandings, and oral agreements. The Landlord and Tenant(s) agree to the terms and conditions and shall be bound until the end of the Lease Term.

The parties have agreed and executed this agreement on April 1, 2020, 20 20.

LANDLORD(S) SIGNATURE

Landlord's Signature _____

Landlord's Signature _____

TENANT(S) SIGNATURE

Tenant's Signature _____

Tenant's Signature _____

AMOUNT ($) DUE AT SIGNING

First Insurance Company of Hawaii
A Member of the Tokio Marine Group

STATEMENT OF LOSS

INSURED: Pedro Ortega
POLICY NO: FPX 1224617-06
DATE OF LOSS: 01/16/2021
CLAIM NO: 202100414cc

COVERAGE	LIMIT	DEDUCTIBLE	CO-INSURANCE %
Dwelling	$ 438,000.00	$ 500.00	80%
Loss of Rent	$ 36,000.00		

DESCRIPTION	CALCULATION	LOSS	CLAIM
Dwelling			
Mitigaiton: Premier Restoration	$ 21,040.34		
Repairs: P.F. Total Construction	$ 21,301.34		
Gross Loss	$ 42,341.68		
Less deductible	$ (500.00)		
RCV Dwelling Loss and Claim		$ 41,841.68	$ 41,841.68
Loss of Rent*			
Ortega	$ 1,300.00		
Sparkman	$ 2,500.00		
		$ 3,800.00	$ 3,000.00
		$ 45,641.68	$ 44,841.68

NOTES

* Loss of Rent Coverage is 1/12 of $36,000 per month

Checks Being issued

1. Mitigation	$ 21,040.34
2. Repairs less deductible ($500)	$ 20,801.34
3. Loss of Rent	$ 3,000.00
Total:	$ 44,841.68

John Mullen & Company

677 Ala Moana Blvd. Suite #910, Honolulu, HI 96813
Main Office: (808) 531-9733 | Fax: (808) 531-0053

Insured:	Pedro Ortega
Property:	2068 Kahekili Hwy. Wailuku, HI 96793

Estimator:	Kevin Frost	Business:	(808) 500-2314
Company:	John Mullen and Company	E-mail:	kfrost@johnmullen.com

Claim Number: 4072926 **Policy Number:** **Type of Loss:** Water Damage

Date Contacted:	10/18/2021 12:00 AM		
Date of Loss:	1/16/2021 12:00 AM	Date Received:	10/18/2021 12:00 AM
Date Inspected:		Date Entered:	12/18/2021 12:36 PM

Price List:	HIWA8X_NOV21 Restoration/Service/Remodel
Estimate:	4072926

This is an estimate only and is intended to be a guide in the review of the insurance claim. We reserve the right to make adjustments to this estimate as additional information becomes available. This estimate reflects the actual cash value of the repairs. The actual cash value reflects a deduction for depreciation based on the age and condition of the items being replaced.. If your policy provides Replacement Cost coverage, this coverage provides payment of the actual, necessary costs of making repairs to your property without any deduction for depreciation. Before replacement benefits may be claimed, your policy requires that repairs be completed, or that an agreed price is reached with your contractor. The additional amount which may be claimed is limited to the smaller of the amount of depreciation or that portion of the depreciation actually spent for repairs. This is not an authorization to repair. This is not an interpretation of what is covered. Only your insurance company can make that decision.
“FOR YOUR PROTECTION, HAWAII LAW REQUIRES YOU TO BE INFORMED THAT PRESENTING A FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT IS A CRIME PUNISHABLE BY FINES OR IMPRISONMENT, OR BOTH." HI STAT. Â§431:10C-307.7

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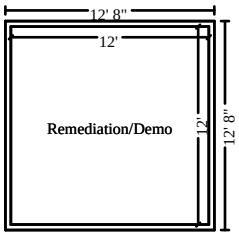
4072926

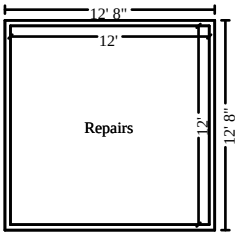
Main Level



Remediation/Demo **Height: 8'**

384.00	SF Walls	144.00	SF Ceiling
528.00	SF Walls & Ceiling	144.00	SF Floor
16.00	SY Flooring	48.00	LF Floor Perimeter
48.00	LF Ceil. Perimeter		

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
1. Water Extraction & Remediation: Premier Restoration*									
1.00 EA	21,040.31	0.00	0.00	21,040.31	0/NA	Avg.	0%	(0.00)	21,040.31
Totals: Remediation/Demo		**0.00**	**0.00**	**21,040.31**				**0.00**	**21,040.31**



Repairs **Height: 8'**

384.00	SF Walls	144.00	SF Ceiling
528.00	SF Walls & Ceiling	144.00	SF Floor
16.00	SY Flooring	48.00	LF Floor Perimeter
48.00	LF Ceil. Perimeter		

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
2. P.F. Construction: Labor*									
1.00 EA	13,450.00	0.00	2,690.00	16,140.00	0/NA	Avg.	0%	(0.00)	16,140.00
3. P.F. Construction: Materials*									
1.00 EA	6,950.00	0.00	1,390.00	8,340.00	0/NA	Avg.	20% [%]	<1,390.00>	6,950.00
4. Taxes									
1.00 EA	851.95	0.00	0.00	851.95	0/NA	Avg.	0%	(0.00)	851.95
Totals: Repairs		**0.00**	**4,080.00**	**25,331.95**				**1,390.00**	**23,941.95**
Total: Main Level		**0.00**	**4,080.00**	**46,372.26**				**1,390.00**	**44,982.26**

Labor Minimums Applied

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
5. Framing labor minimum									
1.00 EA	51.39	2.77	10.28	64.44	0/NA	Avg.	0%	(0.00)	64.44

John Mullen & Company

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CONTINUED - Labor Minimums Applied

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
Totals: Labor Minimums Applied		**2.77**	**10.28**	**64.44**				**0.00**	**64.44**
Line Item Totals: 4072926		**2.77**	**4,090.28**	**46,436.70**				**1,390.00**	**45,046.70**

[%] - Indicates that depreciate by percent was used for this item

[M] - Indicates that the depreciation percentage was limited by the maximum allowable depreciation for this item

Grand Total Areas:

768.00	SF Walls	288.00	SF Ceiling	1,056.00	SF Walls and Ceiling
288.00	SF Floor	32.00	SY Flooring	96.00	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	96.00	LF Ceil. Perimeter
288.00	Floor Area	320.89	Total Area	768.00	Interior Wall Area
912.00	Exterior Wall Area	101.33	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

John Mullen & Company

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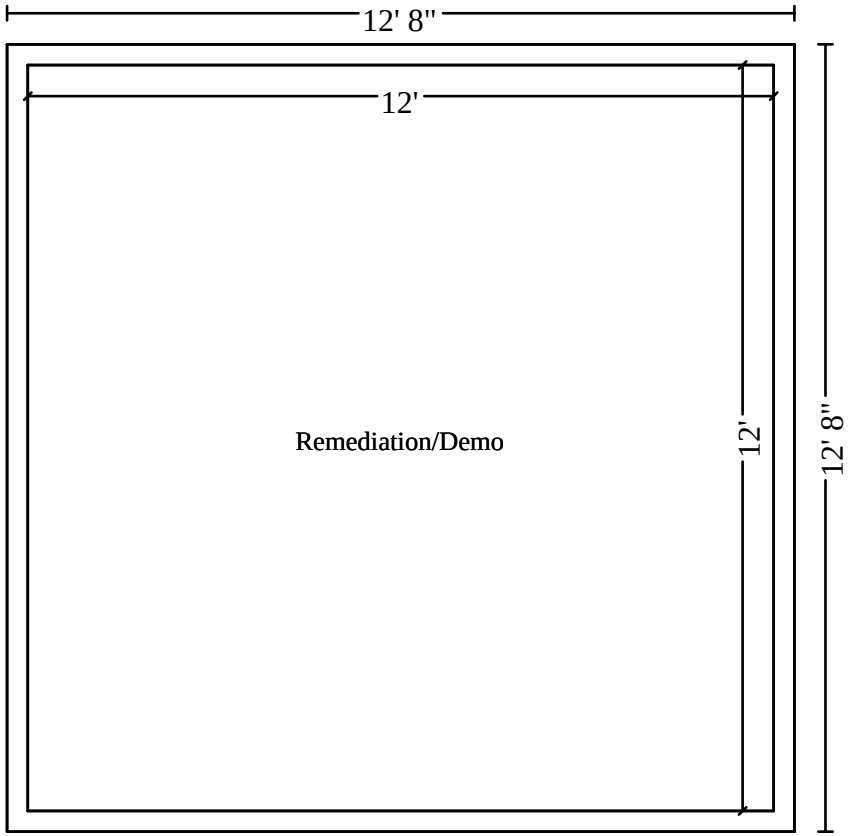
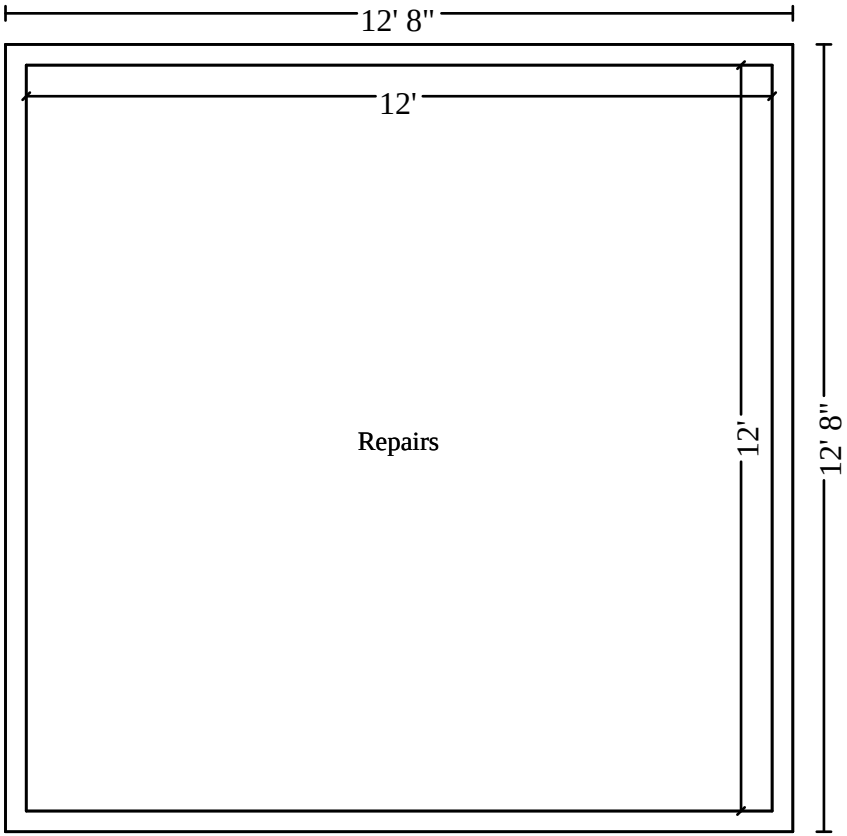
Summary for Dwelling

Line Item Total	42,343.65
Overhead	2,045.14
Profit	2,045.14
General Excise Tax	2.77
Replacement Cost Value	**$46,436.70**
Less Non-recoverable Depreciation	<1,390.00>
Actual Cash Value	**$45,046.70**
Net Claim	**$45,046.70**

Kevin Frost





Main Level

PROPERTY DAMAGE RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, being of lawful age, for sole consideration of FORTY-THREE THOUSAND NINE HUNDRED FIFTY-TWO AND 29/100 DOLLARS ($43,952.29), to be paid to First Insurance Company of Hawaii Ltd on behalf of Pedro Ortega, do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge County of Maui, and his, her, their or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of, or in any way growing out of, any and all known and unknown, foreseen and unforeseen property damage and the consequences thereof resulting or to result from the occurrence on or about the 16th day of January, 2021, at or near 2068 Kahekili Highway, Wailuku, Hawaii 96793.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releasees deny liability therefor and intend merely to avoid litigation and buy their peace.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

FOR YOUR PROTECTION, HAWAII LAW REQUIRES YOU TO BE INFORMED THAT PRESENTING A FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT IS A CRIME PUNISHABLE BY FINES OR IMPRISONMENT, OR BOTH.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this 2nd day of SEPTEMBER, 2022.

CAUTION: READ BEFORE SIGNING BELOW

First Insurance Company of Hawaii Ltd. Representative

Pedro Ortega

Pedro Ortega

NOTARY: State of HAWAII; County of MAUI; SS

On this 2nd day of SEPTEMBER, 2022, before me appeared PEDRO ORTEGA

who is known to be the person(s) named herein and who voluntarily executed this release.

Notary Signature Esther P. Altura

6/4/2024
Date Commission Expires

Notary Certification
Doc. Date: 9/2/22 # Pages: 1
Notary Name: Esther P. Altura Second Circuit
Doc. Description PROPERTY DAMAGE RELEASE
9/2/22
Notary Signature Date

My Commission Expires: 6/4/2024

PROPERTY DAMAGE RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, being of lawful age, for sole consideration of FORTY-THREE THOUSAND NINE HUNDRED FIFTY-TWO AND 29/100 DOLLARS ($43,952.29), to be paid to First Insurance Company of Hawaii Ltd on behalf of Pedro Ortega, do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge County of Maui, and his, her, their or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of, or in any way growing out of, any and all known and unknown, foreseen and unforeseen property damage and the consequences thereof resulting or to result from the occurrence on or about the 16th day of January, 2021, at or near 2068 Kahekili Highway, Wailuku, Hawaii 96793.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releasees deny liability therefor and intend merely to avoid litigation and buy their peace.

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THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this 9th day of September, 2022

CAUTION: READ BEFORE SIGNING BELOW

First Insurance Company of Hawaii Ltd. Representative

Pedro Ortega

NOTARY: State of Hawaii; County of Honolulu; SS

On this 9th day of September, 2022, before me appeared Michael Minatoya of FICOH

who is known to be the person(s) named herein and who voluntarily executed this release.

PEGGY CHANG NOTARY 16-319 PUBLIC STATE OF HAWAII

Notary Signature

9/18/24
Date Commission Expires

Doc. Date: 9/9/22 # Pages: 1
Name: Peggy Chang 1st Circuit
Doc. Description: Property Damage Release
9/8/22
Notary Signature Date
NOTARY CERTIFICATION

PEGGY CHANG NOTARY 16-319 PUBLIC STATE OF HAWAII

"Received by JMCO 09/14/2022"