



## LEASE AGREEMENT

<b>Date:</b>	<b>Apartment Community:</b> Hale Mahana (the " <b>Community</b> ")	
<b>Resident Name:</b> Barney Rubble (herein " <b>you</b> " or " <b>your</b> ")		<b>Permanent Address:</b>
<b>Landlord/Owner:</b> Honolulu Student Housing One, LLC (the " <b>Owner</b> " or " <b>us</b> ", " <b>we</b> " or " <b>our</b> " and any reference to us includes our Manager)		<b>Owner's Address:</b> 2615 South King Street Honolulu, HI 96826
<b>Property Manager:</b> GREP Southwest, LLC (" <b>Manager</b> ")	<b>Lease Term:</b> (" <b>Starting Date</b> ") to (" <b>Ending Date</b> ")	

**READ THIS LEASE CAREFULLY. THIS IS YOUR CONTRACT WITH US. THIS IS OUR ENTIRE AGREEMENT.  
NO ORAL REPRESENTATIONS MADE BY US OR ANY OTHER PROMISES OUTSIDE OF THIS LEASE ARE BINDING UPON US.**

- 1. LEASED PREMISES.** We agree to lease to you and you agree to lease from us, one furnished bedroom for your exclusive use (referred to herein as your "**Bedroom**") in a \_\_\_ bedroom apartment, and together with the other residents of the apartment, you have the joint right to use the common areas of the apartment, which are composed of those areas within the apartment to which you have access without going into another bedroom, including the living room, kitchen, a common bathroom, and all of the associated appliances and furnishings within the Apartment (the "**Common Areas**"). Your Bedroom, the other bedrooms in the apartment and the Common Areas are referred to collectively in this Lease as the "**Apartment**". In addition, you have the right to non-exclusive use of those areas of the Community to which all residents have general access. You also have joint use of the mail box that is assigned to you by us (the "**Mail Box**"). If the Postmaster serving the Community has instituted or begins during the Lease "single drop delivery", we will place your mail in the Mail Box. We may require that you show a valid photo identification to retrieve packages. If packages and deliveries are not picked up within **30 days** of delivery, we may return them to sender or the post office. If we accept packages for you it is for your convenience, we are not responsible for loss, theft, damage or delays in delivery and/or failure of delivery of your mail or packages. All of the amenities that Landlord provides to resident are gratuitous, and Landlord can discontinue any and all amenities at any time, including but not limited to, internet service, without any liability damage to you.
- 2. LEASE TERM.** This Lease starts on the Starting Date, and ends at **12:00 p.m.** on the Ending Date (the "**Lease Term**"). You are liable under the terms of this Lease for the full Lease Term. You will not be released from liability under this Lease prior to the expiration of the Lease Term due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of any of the residents in the Apartment, bad health, or for any other reason, except for military service where applicable. You may not occupy your Bedroom until the Lease and any required payments, guaranty or other documents (such as a credit or background check) have been completed, executed and delivered to us. At our discretion, we may waive any of the required documents or requirements in which case this Lease is effective as if all such documents had been provided. We will not hold a particular Bedroom for you while we are waiting on you to submit a complete set of documents. If your Bedroom is not available for occupancy on the Starting Date of the Lease Term, you are not excused from paying Rent unless we fail to provide you with reasonably comparable alternate housing, and transportation if necessary, for that period of time from the Starting Date of the Lease Term until your Bedroom is available for your occupancy. Thereafter, if your Bedroom cannot be occupied due to damage or destruction, we will proceed as described in Paragraph 12 of this Lease. Upon our providing you with reasonably comparable alternate housing and transportation, if necessary, from the Starting Date until the date that your Bedroom is ready for occupancy. **Under no circumstances will we be liable to you for any damages of any kind caused by or related to the failure of your Bedroom to be ready for occupancy on the Starting Date of the Lease Term or at any time thereafter. In the event of damage or destruction to your Bedroom, your sole remedies are described in Paragraph 12 below.**
- 3. RENT AND ADDITIONAL CHARGES.** Your "**Rent**" for the Term is **\$0.00** (plus incidental additional charges as identified in this Lease). It is payable in (\_\_\_) equal installments of **\$0.00** payable to **Honolulu Student Housing One, LLC** as follows; the first installment due on \_\_\_\_\_ with remaining installments due on or before the **1st** day of each month beginning \_\_\_\_\_.



The breakdown of your regular installments are:

REGULAR INSTALLMENT	
Base Rent	\$0.00
<b>TOTAL RENT</b>	<b>\$0.00</b>

With the exception of the first installment, you will pay us the "Rent Installment", which is composed of the Base Rent (including **Hawaii** General Excise Tax) and other incidental charges, on or before the **1st** day of each month, without any demand from us for payment. The Rent Installment is payable at the business office for the Community (or such other place of which you are notified in writing). Except as provided by applicable law, you have no right to withhold any Rent Installment for any purpose, even an Act of God, or to reduce or offset any Rent Installment payable under this Lease by any of your costs or claims for damages against us. Any amenities we provide to you, including internet service, are provided for your convenience and the failure or disruption of any of these amenities shall not reduce or offset the Rent Installment due under this Lease.

**If any Rent Installment is not paid by the third (3rd) day of the month, your Rent is late and you will be charged a late charge of \$30.00 in addition to your Rent. In addition, beginning with the 6th day after the due date for payment of a Rent Installment, you will be charged an additional late charge of \$5.00 per day for each additional day that the Rent Installment or any part of it remains unpaid, which late charges are subject to a maximum amount equal to 8% of the unpaid Rent Installment. Post-dated checks will not be accepted. If you choose to make an electronic payment of Rent, transaction fees may apply. Please note that we reserve the right to require you to pay by certified funds, cashier's check or money order only, at any time. We reserve the unilateral right to discontinue your ability to pay any Rent Installment via electronic payment at any time. We will give you a receipt for rents paid in cash and, upon request, for rents paid by checks.**

- 4. APPLICATION OF PAYMENTS.** Payments under this Lease shall be applied to your account in the following manner: first to satisfy unpaid late charges, dishonored check service charges in the amount of **\$30.00** per returned check, interest, and other fees owed by you; second to maintenance and repair costs chargeable to you; third to outstanding legal fees and/or court costs legally chargeable to you; fourth to outstanding utility bills that are your responsibility; fifth to deposits or portions thereof due from you; and sixth to Rent. While we do not have to, we may accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent regardless of any notations on your check or otherwise purporting to "pay in full" with a payment of less than the full amount you owe.
- 5. UTILITIES.** We will furnish the following utilities (through independent third party providers) if checked:  Cable  Electric  Sewer  Water

You must comply with all the rules and regulations of the applicable utility provider. We will not be liable for any interruption, surge or failure of utility services that are outside of our control or any damages or losses directly or indirectly caused by any such interruption, surge or failure in utility services that are outside of our control. We are not liable for any damages and are not responsible to take any action if your service is interrupted or discontinued as a result of your violation any of the rules or regulations of the utility provider or failure to pay your electrical and gas service bill.

- 6. INTERNET.** We will provide internet service to the Apartment for your noncommercial use. You acknowledge that the internet service is a shared service. We have no duty to you to edit, censor, review or take any responsibility for any information you or your guests may create, place, view, upload, or download on the internet. You shall not use the internet we provide to engage in any criminal, illegal or unauthorized activity and any such use is a default of this Lease. Any violation of the Digital Millennium Copyright Act ("**DMCA**") is a default of this Lease. You shall not attempt to degrade the performance of the internet service or hamper the ability of others to use the internet. You shall not use rogue devices, including wireless routers or modems, or take any measure that could interfere with our internet systems by configuring devices connected to our network so that such devices can communicate on our network using the internet protocol. Your use of the internet is at your sole risk and we are not responsible for your equipment, programs or software. Although we strive to provide superior internet service and sufficient bandwidth to our residents, we are not responsible for slow internet, interruptions in service or other residents taking up significant bandwidth. **WE RESERVE THE RIGHT TO INTERRUPT YOUR INTERNET SERVICE AT ANY TIME FOR ANY REASON, WITHOUT ANY LIABILITY TO YOU WHATSOEVER.**
- 7. RELOCATION.** It is understood that the Apartment may contain other beds/bedrooms in which other residents may reside. If the Apartment consists of more than one bed, we have the right, when any bed within the Apartment is unoccupied, to place a new resident in the unoccupied bed unless you and all other residents in the Apartment agree to pay us, as part of your respective Rent, the Rent due for such unoccupied bed. For purposes of operating efficiency, we reserve the right, in our sole discretion, upon five (5) days advance written notice to relocate you to another apartment unit in the Community. In the event of an emergency, as determined by us, we may relocate you upon less than five (5) days' notice. The fact that you and the other residents of the Apartment may have a conflict or dispute with each other is not



grounds to terminate this Lease or excuse you from payment of the Rent. We are not liable if another resident in the Apartment was untruthful on any written documentation. If you request to be relocated and we are able to accommodate your request, as determined in our discretion, a fee of **\$200.00** will be required to be paid in advance of any relocation. Our consent to one or more relocations will not be a waiver of our right to consent to any future relocation that you may request.

- 8. NON-REFUNDABLE SERVICE FEE.** In addition to the Rent, you agree to pay us a one-time non-refundable service fee of **\$150.00** for the use of facilities and service-related functions associated with this Lease (the "**Service Fee**"). The Service Fee in no way releases you from the obligation of leaving your Bedroom and the Apartment in a good and clean condition, reasonable use and wear accepted, as required under Paragraphs 9 and 16 of this Lease. The Service Fee is non-refundable and is our property upon payment, whether or not you take possession of your Bedroom.
- 9. FURNISHINGS.** You assume full responsibility for items furnished by us and agree to return them to us at the expiration of the Lease Term in as good condition as when you receive them, reasonable wear and tear excepted. You will be responsible for returning all furniture to its original position prior to vacating your Bedroom and the Apartment. You will not remove our furniture, televisions, appliances, routers, fixtures, and/or furnishings from the Apartment for any purpose. You shall be responsible for all loss, breakage or other damage to any furnished items.
- 10. RIGHT OF ENTRY.** We will give you at least two (2) days advance notice of our intent to enter the Apartment and your Bedroom to inspect, make needed or agreed repairs, decorate, change or improve the Bedroom or Apartment, and to show the Apartment or your Bedroom to prospective residents, purchasers, or representatives of insurance or lending institutions. We have the right to enter your Apartment and Bedroom at any time without notice in the event of an emergency. We have no other right of entry, except by court order, or if it appears that you have abandoned your Bedroom, or as otherwise permitted by law. You shall not unreasonably withhold your consent. You may not change any locks. You will be liable for any damage proximately caused by your unreasonable refusal to allow access to the Bedroom or Apartment. You agree that your request to us for maintenance or repairs shall constitute permission for us and our contractors to enter the Apartment and your Bedroom, as needed, to perform such maintenance or repair work.
- 11. HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT.** Neither we nor any of our respective employees, agents, officers, directors, members, managers, and affiliates are not liable to you or your guests for any damage or injury to you, your guests or your personal property or to any person entering the Apartment or the Community, for injury to person or property, including without limitation, damage to vehicles, arising from the criminal conduct of others, including theft, burglary, assault, vandalism, acts of terror or casualty, or your personal conflict with your roommates. A casualty may include but is not limited to fire, smoke, rain, flood, water damage, storm, hail, ice, snow, lighting, wind, explosion, power surges or interruptions. You agree to indemnify and hold us harmless and waive all subrogation rights from and against all claims, liability, judgments, damages, costs, and expenses incurred by you or your guests arising from injury to person or property regardless of the cause, unless the injury is due to our grossly negligent or intentional conduct. We are not liable if another resident in the Apartment was untruthful on any written documentation or our background check failed to disclose prior criminal behavior. **WE DO NOT UNDERTAKE A DUTY TO PROTECT YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY AND SAFETY AND FOR THE SECURITY AND SAFETY OF YOUR GUESTS AND YOUR PERSONAL PROPERTY.** Your obligations under this Paragraph 11 survive the Ending Date or sooner termination of this Lease. You acknowledge and agree that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other residents or third parties. No security system, including video cameras, controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. We do not monitor any security video cameras or other photographic surveillance that may be installed at the Community. As to any and all security measures taken at the Community, you may not rely upon any measures we may take to secure the building/s for your personal safety. Even sophisticated security systems are subject to mechanical malfunctions, tampering, human error and/or personnel absenteeism, and can be defeated or avoided. Further, repairs to such devices cannot be completed immediately. Therefore, you should proceed on the assumption that no security systems exist and act in a reasonable manner to ensure your own safety and that of your guests and the other residents of the Community. You agree to lock your Apartment door when you are not there, not to prop open exterior doors, not let unauthorized persons enter controlled entrances, and to notify us immediately if you see suspicious activity or anything that gives you cause for alarm. **You acknowledge that you have read, understood and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Apartment and Community and/or any security system at the Community. We have not in any way stated or implied to you that the security of person or property is provided, promised or guaranteed or that the Community was or will be free from crime.**
- 12. DAMAGE OR DESTRUCTION OF PREMISES.** If, in our opinion, your Bedroom should become unavailable or unlivable during the Lease Term because of damage or destruction by fire or other casualty, we shall have the right to terminate this Lease, or move you to similar accommodations within the Community and repair and restore your Bedroom. In the event of such damage or destruction to your Bedroom your obligations to pay Rent will be terminated or waived if we terminate this Lease, or do not furnish you with a bedroom within the Community or reasonably similar accommodation.



**13. DEFAULT.** You are in violation of this Lease if any of the follow occur and continues without cure during any applicable cure period stated below:

- a. You fail to provide all of the required fees, deposits and documents, including a guaranty or security deposit, within **10** days of our execution of this Lease. You fail to provide proof of general liability insurance coverage **10** days prior to your move-in date;
- b. You fail to pay Rent or any other amount owed as directed by this Lease within five (5) business days after receipt of written notice of such failure to pay;
- c. You or your guest violates this Lease or any addendum to it, the Rules and Regulations, or any other rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs and such violation continues without cure for a period of ten (10) days after the giving of written notice of such violation (provided that no such 10-day cure period shall be required if such violation causes or threatens to cause irremediable damage to any person or property), or willful destruction, damages or removal of property or constitutes a violation of applicable building and housing laws materially affecting health and safety;
- d. Any of the utilities which are payable by you or the other residents of the Apartment are disconnected or shut-off because of non-payment and such non-payment continues without cure for a period of ten (10) days after the giving of written notice of such non-payment;
- e. You fail to move into your Bedroom after completion of all required documentation, or if you abandon or apparently abandon your Bedroom (that is, it appears that you have moved out before the end of the Lease Term because clothes and personal belongings have been substantially moved out of your Bedroom);
- f. You or the Guarantor have made any false statement or misrepresentation on any information provided to us and such statement or misrepresentation shall not be remedied to our satisfaction within ten (10) days written notice of such false statement or misrepresentation;
- g. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and/or any unlawful, improper, offensive, or illegal activity, including without limitation, conduct involving a minor, regardless of whether such activity results in jail or prison time and/or deferred adjudication;
- h. Any illegal drugs or illegal drug paraphernalia are found in your Bedroom or the Apartment (whether or not we can establish possession);
- i. Your inability or refusal to adjust to the concept and requirements of living in a multi-resident apartment environment as evidenced by repeated complaints about you made by the other residents or the staff in the Community and such inability or refusal to adjust continues without cure for a period of ten (10) days after the giving of written notice of such noncompliance;
- j. You keep any handgun, firearm, air gun or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in your Bedroom or in the Apartment;
- k. Any reasonable suspicion by the landlord of any criminal activity by you, your guests or anyone under your control, on or near the Community.

**14. REMEDIES.** If you are in violation of this Lease, we can, in addition to other remedies allowed by law:

- a. Collect any charge imposed by the Lease;
- b. Interrupt your internet service;
- c. Sue to collect past due Rent and any other damages incurred because of your violation of the Lease;
- d. Terminate this Lease and your right to occupy your Bedroom and institute an action for eviction;
- e. Terminate your right to occupy your Bedroom and institute an action for eviction, but not terminate this Lease or end your monetary obligation for the Bedroom;
- f. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of this Lease;
- g. Report all violations to credit reporting agencies; and
- h. Do any combination of a, b, c, d, e, f, or g.
- i. If you abandon your Bedroom, the penalty of which shall be the lesser of (1) the entire Rent due for the remainder of the term; or (2) all rent accrued during the period reasonably necessary to re-rent the Bedroom at fair rent, plus the difference between the fair rent and prior rent agreed to in the prior rental agreement and a reasonable commission for re-renting the Bedroom.
- j. As to a default for failure to provide a guaranty or security deposit, within ten (10) days of our execution of this Lease, or other unequivocal indication that you do not intend to honor your tenancy before occupancy, then in addition to the, in addition to terminating the Lease, you will be liable to us for the lesser of the following amounts: (1) all moneys deposited with us, (2) the Rent Installment for one (1) month, or (3) all rent accrued from the agreed date of the commencement of the term until the dwelling unit is re-rented at a fair rent, plus the difference between the fair rent



and prior rent agreed to in the prior rental agreement, plus reasonable costs, and a reasonable commission for re-renting the Bedroom (which applies if it is less than the amounts stated in (1) or (2), regardless of whether we re-rent the Bedroom).

**The exercise of any remedy by us should not be taken to exclude or waive the right to exercise any other right or remedy which we might have. If we employ an attorney or collection agency, you must pay for our attorney's fees (not more than twenty-five percent (25%) of the unpaid rent) and costs, regardless of whether or not a lawsuit is filed.**

**15. RULES AND REGULATIONS.** You agree to comply with all Rules and Regulations attached to this Lease, as such Rules and Regulations may be amended from time to time by us ("**Rules and Regulations**"). These Rules and Regulations are incorporated in this Lease and are a part of this Lease just as if they were written on this page. Any reasonable alterations, additions, and modifications to such Rules and Regulations that we may make from time to time shall likewise be considered a part of this Lease with the same force and effect as though written herein.

**16. CONDITION OF PREMISES.**

- a. Acceptance of Apartment. An Apartment Condition Form will be provided to you at the time that you move into the Apartment. Within 48 hours after you move-in, you are required to return the Apartment Condition Form and notify us in writing of any defects or damages in your Bedroom and in the Apartment; otherwise, your Bedroom, the Apartment, and the fixtures, appliances and furniture in your Bedroom and the Apartment will be considered to be in a clean, and safe and good working condition and you will be responsible for damage that may have occurred before you moved in. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THOSE WARRANTIES, IF ANY WHICH CANNOT BE DISCLAIMED PURSUANT TO APPLICABLE LAW) WITH REGARD TO YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT.**
- b. Duty to Maintain. You are responsible for taking reasonable steps to keep your Bedroom and the Apartment you share in good, clean, safe condition and to notify us immediately of any conditions that require a repair or other attention. You agree to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Apartment. You shall (i) remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, under the kitchen sink or in the pantry, ceilings and bathroom fixtures; (ii) mop up spills and thoroughly dry affected areas as soon as possible after a moisture occurrence; (iii) use exhaust fans in the kitchen and bathroom when necessary; and (iv) keep the climate and moisture in the Apartment at reasonable levels. You shall keep your Bedroom and the Apartment you share in a tidy condition, particularly the kitchen and bathroom sanitary and dry. **You shall promptly notify us of the presence of any of the following conditions: (i) a water overflow, intrusion or leakage, excessive moisture, or standing water inside the Apartment or in any Common Areas; (ii) mold or mildew growth in or on the Apartment that persists after you have tried to remove it with a household cleaning solution; (iii) a malfunction in any part of the heating, air-conditioning or ventilation system in the Apartment, or (iv) any other defect that you reasonably believe is not your duty to repair.** You agree to maintain the Apartment in a manner that prevents the occurrence of an infestation of bed bugs and other pests. You shall immediately notify us of the presence of bedbugs and any other pests and you shall (i) keep the Apartment in a clean and sanitary condition at all times and not introduce any furniture or textiles from unknown sources into the apartment; (ii) cooperate with us in eradicating any pests and take the measures recommended by a qualified expert; (iii) immediately notify us of any re-infestation or indications treatment has been ineffective. If you fail to observe these Lease requirements and there are repeated instances of infestation of bedbugs or other pests that cannot be traced to another source, you will be responsible for the cost of the treatment to the Apartment and any costs associated with cleaning other residents' belongings or other portions of the Community as necessary to eradicate the infestation.
- c. Responsibility for Damages. You are jointly and severally liable with the other residents of the Apartment for all Lease obligations relating to the Common Areas, but you are solely responsible for the Lease obligations relating to the Bedroom assigned to you under this Lease. You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's violation of this Lease or the negligent or careless use of your Bedroom, the Apartment or any part of the Community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damage to furniture, appliances, doors, windows or screens, damage from windows or doors being left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damage that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). You may be required to prepay for the cost of these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within ten (10) days after we send you an invoice. Excepting only ordinary wear and tear from normal usage, you will be solely responsible to us for damage to your Bedroom and the furnishings provided in the Bedroom. In addition, you



will be jointly and severally liable for all damage to other shared areas of the Apartment and any furnishings provided in those shared areas. In addition, you are responsible to us for any damage of any nature that results from your usage or the usage of your guests of any of the Community amenities and any of the furnishings, systems or components located in or on the Community. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Your obligations to pay the charges described in this paragraph will continue after the Ending Date of this Lease.

- 17. NOTICE OF ABSENCE.** Prior to the first day of any extended absence from your Bedroom, you must notify us in writing if you will be absent from the Bedroom for five (5) days or more.
- 18. RIGHT OF REFUSAL.** Until we have executed this Lease and received all required documents and other items, we shall have the right to refuse to lease your Bedroom to you for any reason whatsoever; provided, however, such refusal shall not be based on your race, religion, sex, color, familial status, handicap or national origin. In the event of a refusal, you shall be refunded, if applicable, any prepaid Rent.
- 19. TERMINATION.** No termination of this Lease prior to the Ending Date of the Lease Term will affect our right to collect the total amount of the Rent unless we agree in writing to accept a lesser sum or as may be required by Hawaii law. No surrender of your Bedroom by delivery of keys or otherwise will terminate this Lease unless and until expressly accepted in writing by us.
- 20. YOUR DUTIES UPON MOVE OUT.** When you leave, whether at or prior to the expiration of the Lease Term, your Bedroom and the Apartment, including but not limited to the carpets, walls, windows, bathrooms, patios, balconies, kitchen, appliances, and furniture in the Bedrooms and Apartment, must be clean and in good repair and condition. If they are not, you will be responsible for reasonable charges to complete such cleaning, repair, or replacement. We recommend that you schedule a walk-through with our staff at least three (3) days prior to the expiration of the Lease Term. We or law officers may remove all property remaining in the Apartment or in Common Areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you abandon the Apartment.

You have abandoned the property when: (1) the Ending Date has passed and no one is living in the Apartment in our reasonable judgment; or (2) you have turned in keys and/or pass cards or provided us with a written forwarding address or new address; or (3) everyone appears to have moved out in our reasonable judgment; and (4) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment, or (5) you have been in default for non-payment of Rent for five (5) business days after receipt of written notice, or water, gas, or electric service for the Apartment not connected in our name has been terminated and has not been reinstated after ten (10) days written notice to you; and (6) you have not responded for two (2) days to our notice left on the inside of the main entry door, stating that we consider the Apartment abandoned; or (7) if you are absent from the Apartment for twenty (20) continuous days or more without written notice to us (but written notice of such absence is not required if Rent has been paid for such period).

Surrender, abandonment, and judicial eviction end your rights of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and re-let the Apartment; determine any security deposit deductions; and remove property left in the Apartment. Your proportionate share of reasonable charges for cleaning, repair or replacement will be determined in the same manner as the determination of your share of damages as stated in Paragraph 16 above.

If you wrongfully quit, abandon, or otherwise move out of the Bedroom and leave any personal property which we determine to be of value, we may store, sell, or donate the items, but we will first contact you by mailing you a notice. After fifteen (15) days, we will advertise the items for sale for at least three (3) consecutive days or may donate the items to a charitable organization. Any proceeds from a sale, after expenses, will be held for thirty (30) days and afterwards will be forfeited. If we determine the abandoned personal property is of no value, we may dispose of such personal property without further notice of liability.

- 21. SUBSTANTIAL RENOVATION OR DEMOLITION.** We may cancel this Lease six (6) months or more prior to your move-in date if we require possession of your Apartment in order to demolish it, convert it to a condominium, or change it to a vacation rental, or purpose other than residential premises, or do repairs or renovations that are so extensive that they require a building permit and that you vacate possession of your Apartment. In such a case you will be fully released from this Lease as of the date of termination and any pre-paid Rent will be refunded to you along with such notice of cancellation of this Lease.
- 22. CONSENT TO JURISDICTION.** This Lease has been entered into in the State of Hawaii. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within the City and County of Honolulu.
- 23. GOVERNING LAW.** This Lease (including the incorporated documents such as Rules and Regulations and all signed addenda) is governed by and construed according to the laws of the State of Hawaii. If any of the terms or conditions of this Lease conflict with any such laws, including the Residential Landlord Tenant Code (Chapter 521 of the Hawaii Revised Statutes), then such terms or conditions shall be deemed modified and amended to conform to such laws.



- 24. **SEVERABILITY.** The invalidity of any provision in this Lease or of its application to any person or circumstance as determined by any government agency or court shall in no way affect the validity of any other provision hereof and all other terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- 25. **ENTIRE AGREEMENT.** It is understood and agreed that this Lease (including the incorporated documents such as the Rules and Regulations and any signed addenda) contains the entire agreement between you and us, there are no representations, agreements, or promises, oral or written, not contained in writing in this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made to you by us or any of our representatives. Our representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us.
- 26. **GENDER AND PRONOUNS.** Words used in this Lease in the masculine gender include the feminine and neuter. Any reference to "we," "us" or "our" shall mean the Owner. Any reference to "you" shall mean the undersigned resident of the leased Bedroom and the Guarantor where applicable.
- 27. **HEADINGS.** The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.
- 28. **ASSIGNMENT.** This Lease permits you, and only you, to live in your Bedroom and to use the Common Areas of the Apartment. You may occupy your Bedroom as your private residence and for no other purpose. While you cannot lease any part of your Bedroom or the Apartment to another person, you may be able to assign your rights under this Lease to another person if we give our prior written consent to such assignment, but the giving of our consent and any conditions thereto is at our sole discretion. We are not responsible for finding a person to whom you can assign this Lease and we are not obligated to assist you in finding a potential assignee or to fill your Bedroom before filling other bedrooms in the Community. It is your sole responsibility to find a person to whom you can assign this Lease. Even if you do assign this Lease with our consent, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. A **\$200.00** assignment fee must be paid by you prior to the assignment and the new resident must fully execute an assignment and assumption of this Lease and satisfy any conditions to our consent before the assignment will be considered complete and effective. Any purported assignment without our prior written consent shall be voidable in our sole discretion.
- 29. **TIME OF ESSENCE.** Timing is very important in the performance of all matters under this Lease. All of the times, time periods and dates specified in this Lease shall be strictly enforced. Time is of the essence of each and every term and condition herein contained.
- 30. **SUBORDINATION AND RIGHT TO ENCUMBER.** The lien of any lender(s) of the Owner of the Community will be superior to your rights under this Lease. Therefore, if we default any loan that we may have that is secured by the Community and a lender takes ownership of the Community, the lender can terminate this Lease or the lender may elect to continue this Lease. Your rights under this Lease are therefore subject to the rights of the lender of the Owner of the Community's lender(s). If any lender of the Community takes ownership of the Community and elects to continue this Lease, you agree that you will then be a resident of that lender and will accept and recognize such lender as the "Owner" under this Lease, and in such case, every reference to "Owner" in this Lease shall apply with equal force to such lender.
- 31. **SALES.** Any sale of the Community will not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Community will be responsible for the performance of the duties of "Owner" under this Lease from and after the date of such sale. The foregoing release includes the Manager if the Manager is terminated concurrently with the closing of the sale.
- 32. **WAIVER.** Our failure to enforce any term or condition of this Lease will not be considered a waiver or relinquishment of any right or remedy that we may have and will not be considered a waiver of any future breach of such term or condition.
- 33. **HOLDING OVER.** If you still occupy your Bedroom past the Ending Date of the Lease Term or the date on which you are notified to vacate your Bedroom, then you will be required to pay holdover rent in the amount of twice the monthly Rent due under this Lease on a prorated daily basis for each day you are a holdover, subject to our filing a court action to terminate such holdover occupancy within sixty (60) days thereof. Occupying the Bedroom after the Lease Term includes, but is not limited to, your failure or refusal to do the following by the Ending Date or sooner termination of this Lease: to turn in all keys to the Bedroom and Apartment to us, to complete all repairs, to remove all of your personal items, and to clean the Bedroom and Apartment in accordance with Paragraph 20 of this Lease.
- 34. **NOTICES; ELECTRONIC NOTIFICATION.** All notices, demands and service of process by you to us should be delivered in writing to the location where Rent is paid and will only be considered delivered upon actual receipt by us. We will accept notices to the business email of the Community Manager. In addition to U.S. Mail, overnight delivery service or personal service, we may provide notice to you via electronic delivery, except as otherwise required by law. By providing current and accurate contact information you acknowledge and agree to this provision and will accept notice via email and



text messaging (\*standard text messaging fees may apply – to opt out simply respond "stop" to the text message). It is your responsibility to notify us if your contact information changes during the Lease Term. If you elect to have notice sent and received in paper form, notify us in writing. Personal delivery to you will be made by posting the notice or demand on the front door of the Apartment. When the notice applies to more than one resident of the Apartment, such notice shall be conclusively deemed to have been given to all residents when such notice is given to any one of the residents.

- 35. PARKING; SHUTTLE SERVICE.** A limited number of parking permits will be available in the Community on a first come, first served basis. We shall not be liable under any circumstances for any damage or loss to your motor vehicle or its contents. You are advised to obtain appropriate vehicular insurance coverage. We may provide access to a shuttle service for your use. For any shuttle service we provide, we are only liable to you if you suffer injury as a result of our gross negligence or willful misconduct. In the case that the shuttle service is provided by a third party contractor, we are not liable for the actions or inactions of the driver or company. If you use the shuttle service, you do so at your own risk.
- 36. PHOTOGRAPH RELEASE.** You give your permission to us to use any photograph or photographic image including video or video stills taken of you while you are in any Common Areas or other areas of the Community or at any Community sponsored events. You hereby grant us and any of our affiliates, successors or someone authorized by us, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, the unlimited use of your image, without restriction as to changes or alterations, made through any medium, for any legal purpose whatsoever. You also consent to the use of any printed matter in conjunction therewith. You hereby waive any right that you may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. You hereby release, discharge, and agree to hold harmless us and any of our affiliates, successors or someone authorized by us, for all claims and demands arising out of or in connection with the use of the images taken of you, including without limitation any and all claims for libel, false light or invasion of privacy.
- 37. INSURANCE.** You are required to provide either proof of general liability insurance to cover certain damages you are liable for to us under this Lease or participate in the Program as described in the Liability Insurance Requirement Addendum that is a part of this Lease. YOU WILL BE IN BREACH OF THIS LEASE AND NOT PERMITTED TO MOVE IN UNTIL YOU PROVIDE PROOF OF GENERAL LIABILITY INSURANCE COVERAGE OR PARTICIPATE IN THE PROGRAM. In addition, you may choose to talk to an insurance agent about property insurance to cover your property. Any property you keep or store at the Community is at your own risk.
- 38. GUESTS AND OVERNIGHT STAYS.** You may have guests in the Apartment and your Bedroom at any reasonable time. Guests do not have any rights under this Lease. Guests may not be given access keys at any time. You must be present in any access controlled areas of the Community, including your Apartment and/or Bedroom, any time that you have guests, and your guests may not be left unattended. You will be responsible for all of the actions, damages, or violations of this Lease by any of your guests. Guests, which include other residents of the Community, may stay overnight in your Bedroom for a total of five (5) nights per month, but only three (3) consecutive nights each month, and in no event more than thirty (30) days during the Lease Term. If we suspect and/or have evidence that a guest has stayed overnight beyond the maximum number of nights set forth in this Lease, you may be found in default of this Lease in our discretion.

**YOUR SIGNATURE AND THE DELIVERY OF THIS LEASE TO US CONSTITUTES AN IRREVOCABLE OFFER TO LEASE. THIS LEASE IS NOT BINDING ON US UNTIL WE ACCEPT YOUR OFFER. ONCE WE ACCEPT YOUR OFFER BY SIGNING BELOW, THIS IS A FULLY BINDING CONTRACT AND ANY FAILURE ON YOUR PART TO PROVIDE THE REQUIRED PAYMENTS OR DOCUMENTS CONSTITUTES A DEFAULT.**

IN WITNESS WHEREOF, the undersigned have executed this Lease.

OWNER: **Honolulu Student Housing One, LLC**

By: **GREP Southwest, LLC**, a Delaware limited liability company, agent for Owner

\_\_\_\_\_  
(Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Owner/Agent)

\_\_\_\_\_  
Date



## RULES AND REGULATIONS

This document is incorporated by reference into the Lease Agreement between you and us. You agree to these "**Rules and Regulations**" for the purpose of preserving the welfare, safety, and convenience of residents in **Hale Mahana**, for the purpose of making a fair distribution of services and facilities for all residents and for the purpose of preserving our property from abusive treatment. A violation of these Rules and Regulations may be deemed a default by you, and may result in termination of the Lease Agreement. Additional rules and regulations can be found in the Resident Handbook. Complaints for violations of these Rules and Regulations will be addressed in accordance with the following procedure:

**First:** If there is a complaint we will investigate and if we conclude that the complaint is of merit, we will issue a written warning to you outlining the violation.

**Second:** If there is a second complaint we will investigate and if we find that the complaint is of merit, you will be assessed a fine, commensurate with the offense, which you must pay immediately.

**Third:** If there is a third complaint we will investigate and if we conclude that the complaint is of merit, you will be assessed an additional fine, commensurate with the offense, which you must pay immediately. Your Guarantor may be notified, and we have the right, in our sole discretion, to terminate your Lease.

1. Solicitation and/or canvassing of any kind, without our prior written consent, is not permitted in the Community. You are required to obtain permission from us for any such activity.
2. You will not use any part of the Community for any commercial business or purpose. You will use and occupy your Bedroom, the Apartment and the Community in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.
3. You will not erect any exterior wires, aerials, signs, satellite dishes, etc., in your Bedroom or the Apartment or anywhere in the Community. Room entrance doors, ceilings, windows, drapery rods and trim should remain free of nails. All decorations should be of a temporary nature and not permanently deface or damage your Bedroom or the Apartment. No posters, sheets, parachutes, fishnets, stickers or materials of any kind are allowed on ceilings or in the windows. Adhesive materials may not be attached to any surface of the Apartment.
4. If the Community allows pets, you must execute a pet addendum and pay a pet deposit and/or fee in order to have a pet in the Apartment. Otherwise pets are not permitted in or about the Apartment except for fish in an aquarium that can be no larger than 10 gallons. If a pet is found in the Apartment, the following will apply:

**First:** A written warning will be issued to you specifying the complaint and a **\$100.00** charge will be assessed against you. **The pet must be removed from the Property immediately.** You will also be responsible for cleaning and/or replacement of carpet due to any damage by the pet(s) and for charges incurred for pest control treatment.

**Second:** Upon a second violation, a **\$200.00** charge will be assessed against you, and we may declare the Lease Agreement to be in default.

Service animals and companion animals are permitted to accommodate those with disabilities. Persons requiring a service or companion animal will need to present reasonable support for their request and execute an addendum to this Lease related to their responsibilities for the care of their animal and their agreement to be liable for any damage caused by the animal.

5. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously and you must proceed according to the instructions posted in and about the Community. **The intentional sounding of an alarm, or tampering with any other safety equipment, outside of an emergency situation will be considered a criminal offense and the person or persons responsible will be treated accordingly.**
6. Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved.
7. Live decorations such as trees/wreaths are prohibited.
8. Hot plates, candles, halogen lamps, incense, space heaters, cooking grills, lighter fluid, or anything with an open heating element or flame are not allowed within the Apartment. Grilling and the usage or storage of outdoor grills are not allowed on balconies or breezeways, either with charcoal or gas grills and are permitted only in designated areas.
9. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and



regulations and in accordance with these Rules and Regulations. Conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Open containers of alcohol are not permitted in the hallways or other public areas of the Community. Common source alcoholic containers in excess of three (3) gallons are prohibited and the sale of alcohol is prohibited. We reserve the right to confiscate any alcohol that is present in the Community in a manner that violates these Rules and Regulations and/or local and federal laws.

10. Due to the multi-resident and residential nature of the Community, offensive or disruptive noises or odors of any kind are prohibited in the Community. You and your guests should, at all times, maintain order in the Apartment and in all of your and their conduct in the Community. Loud, offensive or boisterous activities or odors or other conduct that unreasonably disturbs the comfort, sleep or enjoyment of other residents and their guests in the Community (including unreasonable uses of televisions, radios, guitars, pianos, keyboards, stereo systems and computers) are not permitted in the Community. Band instruments of any kind may not be played in the Community without our prior written consent.
11. **THIS IS A NO SMOKING COMMUNITY:** Neither you, nor your guests, nor any other person entering the Community shall be allowed to smoke anywhere in the Community, including your Bedroom, Apartment, the Common Areas or within 100 feet of any building entrance in the Community. This includes smoking involving any kind of device and any kind of substance. E-Cigarettes are also not allowed. Smoking is only allowed in the designated smoking areas in the exterior portions of the Community or greater than 100 feet from any building entrance in the Community. Violation of this ban on smoking is a violation of the terms of your Lease and entitles us to all remedies for a violation of your Lease. In addition, you are responsible for any damage caused by smoking to the same extent as you are responsible for other damage to the leased premises as described in the Lease. Damage includes but is not limited to: deodorizing carpet or upholstered objects, wax removal, additional paint preparation, replacement of window coverings, repair or replacement of carpet or upholstered furniture, countertops, or any other surface damaged due to odor, burn marks and/or smoke damage. Failure to dispose of cigarette butts properly in designated smoking areas may also result in a lease violation fine.
12. Parking is by permit decal and only in specified areas. Charges may apply for replacement of lost permits. Parking decals are nontransferable. Cars parked in unauthorized areas will be towed at the vehicle owner's expense. Permits must be visible and displayed in the designated area. Vehicles including bikes and motorcycles must be kept in operating repair and must have current license plates if required by law. We may, at our discretion, remove any non-operating vehicles (including those with flat tires), and charge the expense to you.
13. Keys and key cards belong to us and must be returned to us by the end of the Lease Term. Charges of **\$25.00** per key will be made for each key lost or not returned. Locks are changed at a cost of **\$50.00** per lock. A fee will be assessed for lock-outs.
14. You must comply with posted Rules and Regulations.
15. Trash containers are located at various places in the Community and are for household trash only. No furniture, boxes, or construction debris is permitted. These containers are provided for your convenience. However, do not place trash on the ground if the closest container is full. Take your trash to an empty container. No trash or garbage accumulation is allowed in or around the Apartment. Discarded trash, garbage, and household personal items(s) are not allowed in hallways, common areas, or anywhere in the Community. These items must be placed in the trash containers provided in the Community. It is your responsibility to properly dispose of these items. If we must remove any discarded items or personal property at any time, the total cost will be charged back to you. We may inspect the premises at any time and assess fines up to **\$50.00** for each item that we must remove.
16. **No gathering, unless sponsored by us, may exceed 10 persons. You are not permitted to broadcast music for a social event or otherwise unless you have obtained a license to do so. The Apartments are not designed to accommodate an excessive number of people or weight. If you exceed the safe load limit you could cause serious injury to persons in your Apartment and on the floors below you.**
17. During severely cold weather you are required to take all available precautions in order to prevent damage to the heating systems, the hot water system and the water pipes including the precautions listed below. You must take all of these measures until we notify you that the severe weather conditions have passed:
  1. Run a drip of water from all of the faucets in your apartment. Run both the hot and cold water at a steady drip.
  2. Adjust your thermostat to no lower than sixty degrees (60°) Fahrenheit. You may not turn off your heat.
  3. Open all closet and cabinet doors under sinks or lavatories to expose plumbing fixtures to the warm air.
  4. If you are away from your apartment during severely cold weather you must ensure that these steps are followed by alerting us to take these measures on your behalf.
  5. Notify us immediately if you see any evidence of damage or water leaks.

We will be vigilant in protecting our property by checking your apartment to make sure you have followed these Rules and Regulations. Our activities in no way diminish your responsibility to take these precautions. These precautions are



Resident: \_\_\_\_\_ Owner/Agent: \_\_\_\_\_

essential in order to avoid substantial damage to your apartment from broken pipes. If you have failed to take these precautions, you may be liable for damages to your apartment and any other property damage caused by your failure to follow these Rules and Regulations. You will be charged and invoiced promptly for any service, plumbing calls or property damage caused by your failure to take necessary winterizing precautions. As you are aware, you are required to purchase insurance to cover liability you may have for damage to our property and the property of others.

- 18. Self-balancing scooters, e.g. battery operated scooters, hands-free Segway's, and hover boards may not be operated, charged, or stored in the residential units, buildings, common areas, parking areas, or the grounds of the Community.

SAMPLE



Resident: \_\_\_\_\_ Owner/Agent: \_\_\_\_\_

## LIABILITY INSURANCE

You agree to obtain and maintain, at your sole expense, during the Term of the Lease and any subsequent renewal periods, no less than **\$100,000.00** per occurrence ("Insurance Requirement") of liability limit for your liability to the landlord. At your discretion, and sole expense, you may purchase an insurance policy that also covers your personal property or belongings.

You acknowledge that Owner has made available to you and the other tenants at the Community a program (the "Program") providing tenants with an opportunity to satisfy the "Insurance Requirement" through either:

1. Providing evidence of **\$100,000.00** in landlord liability limit from an outside vendor at the time of lease inception. If you are going to show evidence of coverage from an insurance company of your choosing, you must:
  - a. Obtain and maintain a policy of **\$100,000.00** liability insurance for no less than the following causes of loss: Fire, Smoke, Explosion, Backup or Overflow of Sewer or Drain and Water Damage
  - b. Have your insurance policy designate Owner and Manager as an "additional interest"
  - c. Provide Owner with written proof of compliance with this Insurance Addendum on or prior to the Commencement Date of this Lease, at the beginning of subsequent renewal periods, and from time to time thereafter upon Owner's request.

Or

2. Purchase the "Program".
  - a. Total cost of the Program to you for the Landlord obtaining Landlord liability insurance is **\$12.00** per month. This includes:
    - i. **\$9.00** per month in premium payable to Landlord's insurer
    - ii. **\$3.00** per month as an administrative fee to the Landlord for the expense of billing, processing, collecting, and administering monthly payments or claims
  - b. The Program covers your liability to the landlord only. THERE IS NO COVERAGE FOR TENANT'S PERSONAL PROPERTY (CONTENTS), ADDITIONAL LIVING EXPENSES, OR LIABILITY FOR BODILY INJURY OR DAMAGE TO THE PROPERTIES OF OTHERS.
    - i. You are encouraged to speak to a licensed insurance agent to obtain these coverages if you so desire them.

Failure to provide written proof and maintain the Insurance Requirement or purchase the "Program" shall be a Default under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies at law or in equity, including enrollment into the "Program" until written proof that other insurance satisfies the "insurance requirement" is provided. Licensed insurance agents may receive commission on the "Program" and the landlord may have a profit interest or ownership interest in the insurance company taking the risk. The management company may also take an administrative fee on the "Program".

"\_\_\_\_\_"(Initial) I understand if I do not provide proof of insurance which meets the "Insurance Requirement" provision of the lease agreement that I will be automatically enrolled in the "Program". The total cost associated with the "Program" will be added to my rent until such time that I furnish evidence of outside coverage which meets the "Insurance Requirement" provision. I understand that the cost associated with the "Program" will be added to my rent if I provide proof of insurance which meets the "Insurance Requirement" but the policy is cancelled or expires.

\_\_\_\_\_  
(Resident)

\_\_\_\_\_  
Date