

Hawaiian Isle Real Estate, LLC.

AGREEMENT

This Agreement dated _____ 20____, between Hawaiian Isle Real Estate, LLC. (“Agent”), a licensed real estate brokerage firm in the State of Hawaii, and _____ (“Owner”) shall be effective on _____, 20____ and shall be in effect until fourteen (14) days written notice of termination by either party or mutual consent of Owner and Agent or upon assignment to a new owner of the property described below.

It is understood and agreed that the authority and duties conferred upon the Agent under this Agreement are confined to the property described below. The Agent shall have no duties or responsibilities except as expressly set forth in this Agreement.

The Owner hereby appoints and employs Agent to serve as the exclusive agent of the Owner to perform the duties as set forth attached hereto in Addendum “A” and made a part of this Agreement. The Owner’s property (“Property”) address is _____, TMK: _____.

Agent is directed to accept directions or instructions with regard to the Property only from the Owner(s) designated on the information sheet except in an emergency, in which case the Agent is authorized to take such action, as it deems necessary and appropriate to protect the Property and/or the Owner. In an emergency situation, Owner authorizes Agent to expend up to \$200.00 and agreed to immediately reimburse agent for any costs incurred.

Agent is not required to perform services beyond what is set forth in Addendum “A”. Any changes or additions to the scope of work shall be done only in writing and shall specifically state the additional fees, if any, for such changes.

Agent shall maintain in accordance with customary accounting practices, records and receipts pertaining to the service performed for the Property including copies of all correspondence.

Any action taken by the Agent pursuant to the terms of this Agreement shall be done as the Agent of the Owner and all obligations or expenses incurred hereunder will be for the account of, on behalf of, and at the expense of the Owner and not the Agent. Owner understands and agrees to indemnify and defend the Agent from and against any and all claims, demands, causes of action, losses, costs, fees and/or damages, arising from or on account of any cause whatsoever, including, but not limited to, claims, demands, causes of action, losses, costs, fees and/or damages for breach or interference with contract, personal injury, wrongful death or property damages or for loss or theft of property, when Agent is acting within the provisions of this Agreement or acting under the direction of the Owner. Owner will reimburse Agent for all costs and expenses, including attorney’s fees and costs of court, paid or incurred by Agent in connection with the defense of any such claims, demands, causes of action, etc. Without limitation, the provisions of this Paragraph shall survive the termination of this Agreement

Agent shall not be required to comply with any direction of the Owner or to take, prosecute or defend any action, which, in the Agent’s judgment, may subject Agent to liability or expense, unless Agent shall be indemnified in a manner and amount satisfactory to Agent. In the event Agent considers that any act or failure to act by the Owner may result in damage or liability to the Agent, Agent shall have the right to cancel this Agreement at any time by written notice to the Owner of its election to do so, which cancellation shall be effective upon notice to Owner. Cancellation of this Agreement shall not terminate any liability or obligation of the Owner as set forth herein and the Owner shall remain liable to Agent for any payments, reimbursements or other sums of money then due and payable to Agent under this Agreement.

This Agreement shall be construed in accordance with and governed by the laws of the State of Hawaii, as from time to time amended.

This Agreement, the Information Sheet and the attached Addendum “A” contain the entire Agreement of the parties hereto concerning the subject matter hereof, and this Agreement shall supersede and replace all other agreements and understandings (whether written or oral) made by the parties.

Signatures:

HAWAIIAN ISLE REAL ESTATE, LLC

Agent

Date Signed: _____

Owners (Print Name)

Signature

Date Signed: _____

Owners (Print Name)

Signature

Date Signed: _____

**Limited Services – On Island Contact
STANDARD SERVICES**

Hawaii Revised Statutes Section 521-43(f) states: Any owner or landlord who resides outside of the State or on another island from where the rental unit is located shall designate on the written rental agreement an agent residing on the same island where the unit is located to act in the owner's or landlord's behalf. In the case of an oral rental agreement, the information shall be supplied to the tenant, on demand, in a written statement.

Terms:

Owner will name Hawaiian Isle Real Estate, LLC (further referred to as HIRE) as their "on island contact" and provide HIRE's information to their tenant. HIRE will not act nor serve as the Property Manager in any form and will solely be utilized for emergency contact only.

Owner understands and acknowledges that it is recommended that they hire HIRE as their full service property manager however should they not, they release HIRE from any and all liability.

Owner will name HIRE as an additional insured on their home rental property' home owner's insurance in the event that they ever may need to enter the property.

Compensation:

Owner will pay HIRE \$50/month (billed quarterly) to be used solely as an on island emergency contact for each rental unit designated. This fee includes one phone call per month (whether from the owner, their tenant or a vendor). Any additional contact from the owner, their vendors or their tenant to HIRE (both written or orally) will be billable to the owner at an additional compensation of \$50/per hour.

Initials/Date

**Hawaiian Isle Real Estate, LLC
Information Sheet**

1. AGENT: HAWAIIAN ISLE REAL ESTATE, LLC.
75-170 Hualalai Road, D-115 Kailua-Kona, Hawaii 96740
PHONE: (808) 769-5060; FAX: (808) 769-5128. EMAIL: Jenni@HawaiianIsleRentals.com
(Please use e-mail whenever possible for correspondence)

2. PROPERTY: COMPLEX / SUBDIVISION _____ UNIT# _____
ADDRESS: _____
ASSIGNED PARKING STALL _____ GATE CODE _____
TAX MAP KEY _____
SIZE (sq. ft, #bed #bath) _____

3. VENDORS:

Handyman: _____
Plumber: _____
Electrician: _____
Cleaner: _____
Yard Service: _____
Pest Control: _____
Pool Service: _____
Other: _____

4. OWNERS: Print legal name of all Owner(s) on title of subject property

5. PRIMARY CONTACT PERSON:

NAME: _____

(This is the only person we will contact or take instructions from and/or give information to.)

MAILING ADDRESS _____

HOME PHONE # _____ BUSINESS PHONE FAX: _____

EMAIL: _____ CELL PHONE # _____

6. OWNER'S INSURANCE:

INSURANCE CO: _____ AGENT: _____

ADDRESS OF CO: _____

PHONE NUMBER _____ FAX _____ EMAIL _____

POLICY NUMBER _____

AGENT: HAWAIIAN ISLE REAL ESTATE, LLC.

Print Name

Date: _____

Signature

OWNERS:

Print Name

Date: _____

Signature

Print Name

Date: _____

Signature