

State of Hawaii
Department of Education
Teacher Housing Rental Agreement

The date of this Agreement is _____.

The parties to this Agreement are:

Landlord: The Department of Education, State of Hawaii ("Landlord"), whose mailing address is
DOE, PCS-TEACHER HOUSING, 3633 WAIALAE AVE – RMC210, HONOLULU, HI 96816

Tenant (name): _____, whose mailing address is:

The Premises covered by this Agreement is located at the _____ Teacher Housing complex, whose street address is

_____ Cottage # _____, consisting of _____
bedroom(s) together with the range, refrigerator, and water heater owned by the Landlord. The use of such appliances is non-
exclusive and must be shared with other tenants in the cottage if less than the entire Cottage is rented to the Tenant.

The term of this Agreement is from _____, to and including JUNE 30, 2025. Either party may terminate
this Agreement prior to the ending date set forth above by giving the other party 30 days' prior written notice.

The rent for the Premises is \$ _____, payable monthly in advance on or before the fifth calendar day of each month.
The rent for periods shorter than one month shall be a daily rate equal to 1/30th of the monthly rate for the number of days the
Premises are in the Tenant's possession. Rent will be paid by way of payroll deduction, without notice or demand, unless
another form of payment is otherwise approved in writing by the Landlord.

The Tenant must pay \$ _____ IN ADVANCE as a security deposit and may not be more than one month's rent. The
security deposit will be held by the Landlord for the length of the Tenant's possession of the Premises and shall not be used as the
last month's rent. The security deposit shall not accrue interest. The Landlord shall return the security deposit to the Tenant
within 30 calendar days after the Tenant vacates the Premises, less any amount the Landlord retains for unpaid rent and/or
damages to the Premises. If the Landlord retains any of the security deposit, the Landlord shall furnish a written accounting of the
retained amount to the Tenant.

Occupancy of the Premises is limited to the Tenant and the following individual(s), whose relationship to the Tenant is indicated
as follows:

<u>Name</u>	<u>Relationship</u>
_____	_____
_____	_____
_____	_____

Other terms and conditions of this Agreement are on the reverse side of this form. By signing below, the Tenant acknowledges
that he/she understands and agrees to be bound by all of the terms and conditions of this Agreement.

Tenant Signature

Department of Education

By: _____
Its Assistant Superintendent

Printed name: Audrey Hidano

Other terms and conditions:

- A. If the Premises consist of part but not all of the Cottage, the Tenant shall have the right to use, and the obligation to maintain in a clean, neat, and sanitary condition, in common with other tenants of the Cottage, those portions of the Cottage and the surrounding yard that are not reserved for the exclusive use of other tenants.
- B. The Tenant shall promptly pay when billed by the Landlord for losses or damages to the Premises caused by the Tenant, others occupying the Premises under this Agreement, and the Tenant's visitors, guests, and invitees.
- C. The Tenant, others occupying the Premises under this Agreement, and the Tenant's visitors, guests, and invitees shall faithfully comply with all the terms of this Agreement and other rules and regulations of the Landlord.
- D. The Tenant shall use the Premises only as a private dwelling for him/herself and any other occupants listed on the front of this form; the Tenant shall not use the Premises for any illegal or business purposes or display any signs in or about the Premises.
- E. The Tenant shall not make repairs or alterations to the Premises or install any equipment or appurtenances without the Landlord's prior written permission and shall not use any of the electrical or plumbing fixtures or equipment for other than the purposes for which they are intended.
- F. The Tenant shall promptly report to the Landlord (i) any defects in the electrical system, plumbing, appliances, or structure of the Cottage (ii) any need for service or repairs to water or gas pipes, plumbing fixtures, and electrical system, and (iii) breakage or loss of any kind.
- G. The Tenant shall be responsible for any loss or damage to the Premises, Cottage, or equipment resulting from the overflow of water from sinks, basins, showers, bathtubs, toilets, laundry trays, etc.
- H. The Tenant shall permit the Landlord or its representatives to enter the Premises during reasonable hours to examine the Premises and to make such repairs, additions, or alterations as the Landlord may deem necessary.
- I. The responsibility for the payment of services for the Premises is:

	<u>Tenant</u>	<u>Landlord</u>		<u>Tenant</u>	<u>Landlord</u>		<u>Tenant</u>	<u>Landlord</u>
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Yard service	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Refuse	<input type="checkbox"/>	<input type="checkbox"/>			
- J. The Tenant shall keep the Premises, Cottage, fixtures, sidewalks, and yard in a clean, neat, and sanitary condition and shall fully comply with all state and federal laws and county ordinances affecting the use or occupancy of the Premises.
- K. The Tenant shall not keep or store furniture, effects, commercial trucks, trailers, non-operating vehicles, or any other property under any dwelling, upon porches, stairways, driveways, walkways, or the surrounding yard.
- L. Except as authorized in writing by the Landlord, the Tenant shall not (i) drive into or use upon any part of the Premises or the Cottage any nails, tacks, screws, brads, or other fasteners, nor shall he/she bore or mar the woodwork or plastering of any portion of the Premises or the Cottage, (ii) install any awnings, shades, or window guards, and (iii) construct or erect any fence, walk, platform, lean-to, shed, or other structure within the Premises, Cottage, or surrounding yard.
- M. The Tenant shall immediately report to the Landlord any accident or injury occurring on the Premises, Cottage, or surrounding yard.
- N. The Tenant shall not use or keep any flammable materials in or around the Premises, Cottage, or surrounding yard.
- O. The Tenant shall provide a trash receptacle with a tightly-fitting cover and shall deposit rubbish, trash, garbage, and other waste in such receptacle.
- P. NO PET POLICY - For the general health, safety and welfare, no animals shall be permitted on the Premises, Cottage, or surrounding yard, except as required by law. If evidence of pets that violate the no pet policy is discovered and/or fumigation is required, the tenant may be required to forfeit the security deposit and shall be billed for any additional cleaning charges. .
- Q. The Tenant shall be responsible for any loss to personal property placed or permitted by the Tenant on the Premises, Cottage, or surrounding yard and understands that he/she may purchase insurance from a private insurance company to cover his/her (i) personal property and (ii) liability for property damage, personal injury, or wrongful death caused by his/her acts or failures to act or the acts or failures to act of his/her visitors, guests, and invitees.
- R. The Tenant shall forfeit all rights and interest to or in any of his/her personal property that is left on the Premises, Cottage, or surrounding yard upon the termination of this Agreement; the Landlord shall consider such property to be abandoned.
- S. The Tenant shall refrain from causing, aiding, abetting, or permitting unreasonably loud noises or other disturbances which cause annoyance or discomfort to other tenants.
- T. In the event the Premises are destroyed or damaged by reason of fire, flood, earthquake, tsunami, lava flow, or other casualty so that they are not habitable, this Agreement shall automatically terminate.
- U. The Tenant may not assign this Agreement or sublet the Premises or transfer possession of the Premises or give accommodations to boarders, lodgers, or others not listed on the front side of this form.
- V. The Tenant will promptly quit and surrender the Premises and possessions in a clean and sanitary condition, reasonable wear and tear excepted, at the expiration, cancellation, or termination of this Agreement.
- W. The parties acknowledge that pursuant to Chapter 521-7(6), Hawaii Revised Statutes, Chapter 521, Hawaii Revised Statutes ("Residential Landlord-Tenant Code"), does not apply to this Agreement
- X. SMOKING & DRUG USE in housing is prohibited. REFER to the Hawaii Administrative Rules (HAR), Title 8, Chapters 31 and 39 Electronic Smoking Device Use and Hawaii State Department of Health Intra-Departmental Directive No. 13-03. The Department of Education does not condone or permit the use or possession of any illegal drugs as defined by federal or state law, or the inappropriate use of illegal drugs, prescription drugs, or alcohol. Refer SP6359. Federal law will control if inconsistencies exist with state law in the definition of illegal drugs.
- Y. ATTORNEYS' FEES. Should it become necessary for Landlord to obtain legal counsel to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorney's fee.

ACKNOWLEDGED: _____

Tenant Signature