



**EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT**  
**Hawaii Association of REALTORS® Standard Form**  
**Revised 12/17 For Release 5/18**



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Licensee in Brokerage Firm is  is not  a REALTOR® and member of the National Association of REALTORS®. Seller is aware that the National Association of REALTORS® holds its members accountable for their actions through a strict Professional Code of Ethics, which includes a grievance system to address complaints. Non-members are not required to participate in the grievance system.

Property Reference or Address: \_\_\_\_\_

Tax Map Key: Div. \_\_\_\_\_ /Zone \_\_\_\_\_ /Sec. \_\_\_\_\_ /Plat \_\_\_\_\_ /Parcel \_\_\_\_\_ /CPR \_\_\_\_\_ (if applicable).

\_\_\_\_\_  
 Brokerage Firm

\_\_\_\_\_  
 State License No. Phone

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Real Estate Licensee

\_\_\_\_\_  
 State License No. Phone

\_\_\_\_\_  
 Seller's Name

\_\_\_\_\_  
 Authorized Representative

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Seller's Name

\_\_\_\_\_  
 Authorized Representative

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Seller's Name

\_\_\_\_\_  
 Authorized Representative

\_\_\_\_\_  
 Title

**NOTE:** Prior to executing this Exclusive Right-To-Sell Listing Contract, Seller is obligated to provide Brokerage Firm with a list of prospects received from Seller's former Listing agent. See D-11.

**SECTION A: TERMS AND CONDITIONS BETWEEN SELLER AND BROKERAGE FIRM**

A-1 **AGENCY:** The Buyer and/or Seller in a real estate transaction in Hawaii may retain a real estate Brokerage Firm as their agent. In such case, the Buyer and/or Seller is represented by the Brokerage Firm and all of its licensees. Hawaii law requires real estate licensees to disclose orally or in writing to Seller and/or Buyer whom the licensee represents. The form of representation may be one of the following:

- (a) **Seller's Agent.** Brokerage Firm represents Seller only unless a disclosed dual agency exists. Seller's Agent owes the highest duties to Seller, including confidentiality, loyalty, and due care and diligence.
- (b) **Buyer's Agent.** Brokerage Firm represents Buyer only unless a disclosed dual agency exists. Buyer's Agent owes the highest duties to Buyer, including confidentiality, loyalty, and due care and diligence.
- (c) **Dual Agent.** Brokerage Firm represents both Buyer and Seller. This commonly occurs when licensees in the Brokerage Firm representing Seller have a Buyer client looking for types of property similar to Seller's property. In such event, the Brokerage Firm and all of its licensees represent both Buyer and Seller and are dual agents. Dual agents must remain neutral in negotiations and must not advance the interest of one party over the other.

Seller  agrees  does not agree to Dual Agency  
**If Seller agrees, then a separate written Dual Agency Consent Addendum is required with the Purchase Contract under Hawaii law.**

**Customer.** Seller's Agent can also assist Buyer as a customer. As a customer, Buyer is not represented by Seller's Agent. Seller's Agent can assist Buyer in writing the Purchase Contract, can present the Purchase Contract to Seller, and can report back to Buyer any acceptance or request for changes to the Purchase Contract.

A-2 **OWNERSHIP, TITLE AND AUTHORITY:** Seller warrants and certifies that:

- (a) Seller is the owner of the Property,
- (b) Only those named above have title to the Property,
- (c) Seller has the authority to execute this Listing Contract and to sell the Property, and
- (d) Seller is not a party to any other listing contract or commission agreement to sell the Property.

\_\_\_\_\_  
 BROKER'S INITIALS & DATE

\_\_\_\_\_  
 SELLER'S INITIALS & DATE



- A-3 **EXCLUSIVE RIGHT TO SELL:** "Exclusive Right To Sell" means that Seller shall list the Property with Brokerage Firm only and that Brokerage Firm is entitled to a commission if the Property is sold by Brokerage Firm or Seller. Seller hereby employs Brokerage Firm as Seller's agent and grants Brokerage Firm the exclusive and irrevocable right to sell or exchange the Property identified above and described on the attached EXHIBIT A (Property Information). Seller shall conduct all negotiations regarding the sale of the Property only through Brokerage Firm, and will refer to Brokerage Firm all communications received in any form relating to the sale of the Property from any source during the Listing Period.
- A-4 **LISTING PERIOD:** Begins (date) \_\_\_\_\_ and ends at 11:59 PM (HST) on (date) \_\_\_\_\_. Either party may end the Listing Contract with \_\_\_\_\_ ( \_\_\_\_\_ ) calendar days' advanced written notice to the other. However, neither party may end this Listing Contract before 11:59 PM (HST) on (date) \_\_\_\_\_ unless Seller and Brokerage Firm agree in writing, to an earlier date.
- A-5 **ITEMS INCLUDED OR EXCLUDED:** Unless specifically excluded in Exhibit A which is made part of this Listing Contract, all fixtures and built-in appliances attached to the Property will be included in the sale. Personal property and staging items will be excluded.
- A-6 **LISTING PRICE:** \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_).
- A-7 **COMPENSATION TO BROKERAGE FIRM:** Seller agrees to pay Brokerage Firm in US Dollars,

on the occurrence of any of the following:

- (a) Brokerage Firm, Seller, Cooperating Broker or any other person procures a Buyer (or Buyers) who offers to purchase the Property on the price and terms of this Listing Contract, or on any price and terms acceptable to Seller, during the Listing Period or any extension of the Listing Period, no matter who (including Seller) procures the Buyer.
  - (b) Brokerage Firm procures a Buyer (or Buyers) ready, willing and able to pay the Listing Price and meet the other material terms of this Listing Contract, and Seller refuses to sign the Purchase Contract.
  - (c) Brokerage Firm procures a ready, willing and able Buyer who meets the price and terms acceptable to Seller, executes a Purchase Contract with a Buyer and Seller subsequently defaults under the terms of the Purchase Contract.
  - (d) Seller withdraws Property from sale before the end of this Listing Contract without the consent of Brokerage Firm.
  - (e) If Seller enters into an option agreement with a Buyer, Seller agrees to pay one-half of the option consideration. However, Seller will not pay more than what would have been Brokerage Firm's full commission. Seller will pay the balance of the commission, if any, and any agreed upon general excise tax when the option is exercised, even if it occurs after the expiration of the Listing Contract.
  - (f) If any defaulting Buyer's deposits are forfeited, Brokerage Firm is entitled to one-half of such deposit, not to exceed what would have been Brokerage Firm's full commission.
  - (g) Protection Period is exercised in A-8 below.
- A-8 **PROTECTION PERIOD:**
- (a) **Protection Period and Prospects List for this Listing Contract.** The Protection Period under this Listing Contract is the designated period of time after the expiration or termination of this Listing Contract during which Seller may be obligated to pay Brokerage Firm compensation even after such expiration or termination of this Listing Contract and Brokerage Firm no longer represents Seller as listing agent. The obligation of Seller to compensate Brokerage Firm during the Protection Period is based on the terms and conditions as set forth below.
    - (1) The Protection Period for this Listing Contract is \_\_\_\_\_ ( \_\_\_\_\_ ) calendar days from the expiration or termination of this Listing Contract.
    - (2) Within ten calendar (10) days from expiration or termination of this Listing Contract, Brokerage Firm shall provide a written prospects list of potential Buyers names to whom the Property was presented during the term of this Listing Contract (Prospects List). If Brokerage Firm fails to submit a Prospects List to Seller within the time provided here, then the Protection Period shall not apply to Brokerage Firm.
    - (3) If during the Protection Period Seller enters into an accepted Purchase Contract, exchange agreement or grants an option to purchase the Property under a Purchase Contract, with any prospect Buyer whose name appears on a timely submitted Prospects List as provided in Paragraph A-8 (a)(2) above, Brokerage Firm shall be entitled to compensation.
    - (4) Compensation owed to Brokerage Firm under this Protection Period shall be paid pursuant to Paragraph A-7 (g) above.
- A-9 **COMPENSATION TO COOPERATING BROKERAGE FIRM:** Brokerage Firm is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS") by offering to MLS brokers out of Brokerage Firm's compensation either \_\_\_\_\_% of purchase price, or \$ \_\_\_\_\_. Brokerage Firm is authorized to cooperate with and compensate other brokerage firms operating outside the MLS at Brokerage Firm's discretion.
- A-10 **ADDITIONAL TERMS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

A-11 **ADDENDA MADE PART OF THIS CONTRACT:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SECTION B: BROKERAGE FIRM'S OBLIGATION**

B-1 **BEST EFFORTS:** Brokerage Firm agrees to use its best efforts to achieve the sale of the listed Property to a qualified Buyer at a price and upon terms acceptable to Seller.

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 BROKER'S INITIALS & DATE  
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 SELLER'S INITIALS & DATE  
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- B-2 **MARKETING:** Upon execution of this Exclusive Right-to-Sell Listing Contract, Brokerage Firm is authorized to:
- (a) Place a for sale sign on the Property and install a lock box on the property;
  - (b) Advertise the Property for sale by way of the MLS, internet, newspaper, radio, TV, Social Media or any other means that are in compliance with County, State, or Federal law;
  - (c) Prepare informational sheet to provide to potential Buyers and any other promotional items as Brokerage Firm deems advisable; and
  - (d) Hold Broker's Opens, Open Houses and any other special showings as Brokerage Firm deems appropriate.
- NOTE: Seller acknowledges, understands, and agrees that all means of advertisement generated by Brokerage Firm will enter the marketplace and will not ever be retrieved.
- B-3 **COMMUNICATION:** Brokerage Firm agrees to keep Seller informed of any potential interest in the Property, and to present all offers in a timely manner.
- B-4 **NEGOTIATING:** Brokerage Firm agrees to assist Seller in evaluating and negotiating all offers, subject to the constraints imposed by dual agency.
- B-5 **ESCROW PROCESS:** Brokerage Firm agrees to assist and guide Seller to fulfill all of Seller's obligations agreed to in the Purchase Contract.
- B-6 **FAIR HOUSING LAWS:** Brokerage Firm shall comply with State and Federal anti-discrimination laws.

### SECTION C: SELLER'S REPRESENTATIONS

Seller represents that, unless otherwise specified in writing, Seller is not aware of any of the following conditions and Seller shall promptly notify the Listing Brokerage Firm in writing if Seller becomes aware of any of these conditions during the Listing Period, which shall include any extension(s) of Listing Period:

- C-1 **FINANCING DEFAULTS AND DISTRESSED PROPERTY:** Any notice of default or pending foreclosure action against the Property.
- C-2 **DELINQUENT ASSESSMENTS:** Any delinquent assessments due under any loan or other obligation such as real property taxes, AOA, Homeowner, or Community Association dues, or child support or alimony payments.
- C-3 **INSOLVENCY:** Filings of bankruptcy, insolvency or similar proceedings affecting the Property.
- C-4 **LITIGATION:** Arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the value of the Property or Seller's ability to transfer the Property or title to the Property.
- C-5 **SPECIAL ASSESSMENTS:** Pending or proposed special assessments affecting the Property.
- C-6 **REGULATORY VIOLATIONS:** Violations of government regulations/ordinances related to the Property including any fines.
- C-7 **ASSOCIATION VIOLATIONS:** Violations of AOA and HOA/Community Association rules and regulations, Covenants, Conditions and Restrictions.
- C-8 **FINANCIAL OBLIGATIONS:** Financial obligations that may exceed the proceeds of the sale and may require a short sale approval.
- C-9 **LIENS AND JUDGEMENTS:** Encumbrances that affect conveyance of title to the Property.

### SECTION D: SELLER'S OBLIGATION

- D-1 **COOPERATION:** Seller will prepare the Property for showings and open houses. Seller shall provide all pertinent information, documents, and keys, and permit access to the Property for home and other inspections including termite inspectors, appraisers, surveyors and other service providers.
- D-2 **ACCESS:** Seller shall allow access, as needed, during reasonable hours for showings, open houses, home inspections, and as may be required by law in the case of tenant occupancy.
- D-3 **LOCK BOX:** Seller agrees to permit and will obtain written permission from any tenant to install a lock box or electronic key device on the Property to allow for showings and inspections.
- D-4 **SECURING VALUABLES:** Seller agrees to secure all valuables and will instruct any occupants to secure their valuables. Brokerage Firm will not be responsible for any valuables, or for loss or damage to real or personal property.
- D-5 **PROFESSIONAL ADVICE:** Seller is advised to consult an attorney, accountant, or other appropriate professionals. Seller is not relying upon Brokerage Firm for any such advice.
- D-6 **OFFERS:** Seller agrees to consider all offers presented by Brokerage Firm and to act in good faith to sell the Property. Seller shall also agree to respond in writing to any offers presented by Brokerage Firm, indicating acceptance, rejection or preparing a counter offer.
- D-7 **DISCLOSURE OF MATERIAL FACTS:** Pursuant to Hawaii Revised Statutes, Chapter 508D (for residential real property) and under common law (for all other real estate transactions, including the sale of vacant land) a Seller of residential real property is obligated to fully and accurately disclose in writing to a Buyer all "material facts" concerning the Property. "Material facts" are defined as "any fact, defect or condition, past or present, that would be expected to measurably affect the value to a reasonable person of the residential real property being offered for sale". Seller hereby agrees to provide a written disclosure statement to a Buyer containing any fact, defect or condition, past or present, that would be expected to measurably affect the value of the Property to a reasonable person. Such disclosure statement shall be prepared in good faith with due care and shall disclose all material facts relating to the Property that: (i) are within Seller's knowledge or control; (ii) can be observed from visible accessible areas or (iii) are required by Section 508D-15 of Hawaii Revised Statutes.
  - (a) Pursuant to 508D-15, Seller MUST include information in the Seller's Real Property Disclosure Statement if Property lies: (i) within the boundaries of a special flood hazard area as officially designated on Flood Insurance Administration (FEMA) maps; (ii) within the boundaries of the noise exposure area shown on maps prepared by the Department of Transportation in accordance with Federal Aviation Regulation Part 150-Airport Noise Compatibility Planning (14 Code of Federal Regulations Part 150) for any public airport; (iii) within the boundaries of the Air Installation Compatibility Use Zone of any Air Force, Army, Navy or Marine Corps airport as officially designated by military authorities or (iv) within the anticipated inundation areas designated on the Department of Defense's Civil Defense Tsunami Inundation Maps subject to the availability of maps that designate the four areas by TAX MAP KEY.
  - (b) Seller understands that purposely or negligently failing to comply with this disclosure law may result in liability for damages. Seller further understands that if a written disclosure statement is not provided, or if inspection of the Property by a third party reveals facts inconsistent with or contradictory to Seller's disclosure statement, Hawaii law requires that Brokerage Firm disclose those facts to Seller, Buyer and Buyer's agent. This obligation of disclosure limits Brokerage Firm's agency duty of confidentiality. Seller also understands that if, after Seller's disclosure statement has been delivered to Buyer and prior to closing, Seller becomes aware of information which was not previously disclosed or which makes any statement in the disclosure statement inaccurate and said information directly, substantially,

\_\_\_\_\_  
BROKER'S INITIALS & DATE

\_\_\_\_\_  
SELLER'S INITIALS & DATE

and adversely affects the value of the Property, then Seller shall provide an amended disclosure statement, in writing, to Buyer within ten (10) days after the discovery and in no event later than twelve noon on the last business day prior to the recorded sale of the Property.

- D-8 **LEASEHOLD DISCLOSURE:** If the Property is leasehold, Seller agrees to provide, at Seller's expense, a current leasehold disclosure as required by Hawaii State law. Seller authorizes Brokerage Firm to order such a disclosure from a qualified professional, if such professional service is available.
- D-9 **FAIR HOUSING LAWS:** Seller shall comply with State and Federal anti-discrimination laws.
- D-10 **SEX OFFENDER:** Hawaii has enacted a law (Megan's Law) requiring sex offenders to register with the State Attorney General's office. If Seller has knowledge that a sex offender resides in the immediate area of the Property, Seller is required to disclose such information to Buyer.
- D-11 **PROSPECTS FROM PRIOR LISTINGS:** When signing this Listing Contract, Seller shall deliver to Brokerage Firm a copy of any prospect list given to Seller from any earlier listing with another brokerage firm. If another brokerage firm earns a commission because of a sale to any prospect on such a list, Seller will not be obligated to pay current Brokerage Firm any commission unless otherwise agreed. However, should Seller fail to provide such a list from their previous listings, the Seller may be liable to pay multiple commissions.
- D-12 **MEDIATION AND ARBITRATION:** If any dispute or claim in law or equity arises out of this Contract, and the parties are unable to resolve the dispute, Seller agrees to attempt in good faith to settle such dispute or claim by non-binding mediation through the Local Board of REALTORS® or, in the event the Local Board of REALTORS® does not provide mediation services, then through a mutually agreed upon mediator. If the mediation is not successful, then Seller will consider arbitration and may seek legal counsel to make this determination. It is understood that if both parties are involuntarily named as defendants in a lawsuit by a third party in any matter arising out of this Agreement, this paragraph shall no longer be binding on either party.
- D-13 **ESCROW:** A bonded company shall be employed to help with the conveyance of the Property. Seller hereby irrevocably assigns to Brokerage Firm the above compensation and any agreed upon general excise tax from Seller's funds and proceeds in escrow.
- D-14 **COSTS:** Seller shall pay the following, including but not limited to:
- (a) Agreed upon commission to Brokerage Firm per A-7 above;
  - (b) Customary closing costs;
  - (c) Costs of Homeowner Association and cost of all documentation as required by Section 508D of the Hawaii Revised Statutes;
  - (d) Costs involved with termite or survey matters;
  - (e) Any other fees or costs that Seller is obligated to or agrees to be responsible for in the Purchase Contract; or
  - (f) Legal fees.

#### SECTION E: SELLER'S AUTHORIZATIONS

- E-1 **OTHER BROKERAGE FIRMS:** Seller authorizes Brokerage Firm to cooperate and share commissions with other brokerage firms.
- E-2 **OTHER CLIENTS:** Brokerage Firm may have agreements with other Sellers to market and sell their property. Seller agrees, consents and waives any objections should Brokerage Firm list and show similar properties as Seller's property.
- E-3 **RELEASE OF INFORMATION:**
- (a) Seller authorizes Brokerage Firm and Escrow to obtain any information regarding mortgage balances, lease rents, maintenance fees, property management, collection accounts, real property taxes or like items. Some of this information will be available to prospective Buyers in MLS.
  - (b) Seller hereby consents to publication of the Property information in MLS and to the use of this information for market studies and advice to clients or customers. Seller understands that Brokerage Firm is obligated to comply with all applicable MLS rules. MLS rules allow MLS data to be made available by the MLS to additional public Internet and social media sites unless Seller gives Brokerage Firm instructions to the contrary.

#### SECTION F: MISCELLANEOUS TERMS

- F-1 **Foreign Investment in Real Property Tax Act (FIRPTA): Withholding Required If Seller Is A Foreign Person.** Under the Internal Revenue Code, if Seller is a foreign person or entity (non-resident alien, corporation, partnership, trust or estate), then Buyer is generally required to withhold a specified percentage of the "amount realized" by Seller on the sale of the Property and forward the amount with the appropriate Internal Revenue Service ("IRS") form to the IRS. Such withholding may not be required if Seller obtains and provides Buyer with an authorized exemption or waiver from withholding. **Seller must complete the authorized exemption or waiver form, or Escrow will withhold/collect from Seller the required amount at closing and forward it to the IRS.**
- F-2 **Hawaii Real Property Tax Act (HARPTA): Withholding Required If Seller Is A Non-Resident Of The State Of Hawaii.** Under Hawaii law, if Seller is a non-resident person or entity (corporation, partnership, trust or estate) of the State of Hawaii, Buyer must withhold a specified percentage of the "amount realized" by Seller on the sale of the Property and forward the amount with the appropriate form to the State Department of Taxation. Such withholding may not be required if Seller obtains and provides Buyer with an authorized exemption or waiver from withholding. **Seller must complete the authorized exemption or waiver form, or Escrow will withhold/collect from Seller the required amount at closing and forward it to the State Department of Taxation.**
- F-3 **CONFLICT IN TERMS:** Any handwritten word in this Listing Contract prevails over any typed or printed word.
- F-4 **INDEMNIFICATION:** Seller agrees to indemnify, defend and hold Brokerage Firm harmless from actions on the part of Seller for fraud, misrepresentation or failure to disclose any material facts that may result in dispute, litigation judgement or attorney fees.

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BROKER'S INITIALS & DATE

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SELLER'S INITIALS & DATE

**Seller and Brokerage Firm acknowledge that Seller and Brokerage Firm have read and agree to the terms and conditions of the Exclusive Right-to-Sell Listing Contract and any Addenda attached to the Listing Contract, including Exhibit A. Seller represents that if Seller is an individual, a trust, corporation, partnership, or other legal entity, and the person(s) signing below has/have the authority to sign on behalf of Seller.**

\_\_\_\_\_  
Date Signature Name (print or type)

\_\_\_\_\_  
Address Phone

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Date Signature Name (print or type)

\_\_\_\_\_  
Address Phone

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Date Signature Name (print or type)

\_\_\_\_\_  
Address Phone

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Brokerage Firm By: \_\_\_\_\_  
Principal Broker or Broker-in-Charge Date

**Seller acknowledges receipt of an executed copy of this Listing Contract and attached Addenda including Exhibit A.**

\_\_\_\_\_  
SELLER'S INITIALS

**NOTE:** THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this agreement into plain language, but there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES. This means that the Hawaii Association of REALTORS® is not liable to any Seller, or other person who uses this form for any damages or penalty because of any violation of Chapter 487A. People are cautioned to see their own attorneys about Chapter 487A (and other laws that may apply).

# SELLER'S REAL PROPERTY DISCLOSURE STATEMENT

Hawaii Association of REALTORS® Standard Form

Revised 12/17 For Release 5/18



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### Information Obtained from Public Records (May Be Completed by Listing Broker)

Seller(s) Name(s) (All on Title): \_\_\_\_\_  
Property Reference or Address: \_\_\_\_\_  
Tax Map Key: Div. \_\_\_\_\_ /Zone \_\_\_\_\_ /Sec. \_\_\_\_\_ /Plat \_\_\_\_\_ /Parcel \_\_\_\_\_ /CPR \_\_\_\_\_ (if applicable).  
County Zoning: \_\_\_\_\_ State Land Use Designation: \_\_\_\_\_  
[  ] Fee Simple [  ] Leasehold Flood Zone \_\_\_\_\_  
Licensee: \_\_\_\_\_ Brokerage Firm: \_\_\_\_\_

**Purpose of Disclosure Statement:** Pursuant to Hawaii Revised Statutes, Chapter 508D (for residential real property), and under common law (for all other real estate transactions, including the sale of vacant land) a seller of residential real property is obligated to fully and accurately disclose in writing to a buyer all "material facts" concerning the property. **"Material facts" are defined as "any fact, defect, or condition, past or present, that would be expected to measurably affect the value to a reasonable person of the residential real property being offered for sale."** Pursuant to Hawaii Revised Statutes, Chapter 508D-8, this Disclosure Statement may exclude information regarding: 1) whether an occupant of the property was afflicted with acquired immune deficiency syndrome (AIDS), 2) the residential property was the site of an act or occurrence that had no effect on the physical structure or the physical environment of the property. This Disclosure Statement is intended to assist Seller in organizing and presenting all material facts concerning the Property. It is very important that Seller exercise due care in preparing responses to questions posed in the Disclosure Statement, and that all responses are made in good faith, are truthful and complete to the best of Seller's knowledge. Seller's agent, Buyer and Buyer's agent may rely upon Seller's disclosures. **SELLER IS ENCOURAGED TO OBTAIN PROFESSIONAL ADVICE AND/OR HAVE AN EXPERT INSPECT PROPERTY PRIOR TO PREPARING THE DISCLOSURE STATEMENT.**

### MUST BE COMPLETED BY SELLER ONLY

**Seller's Statement:** This is a statement concerning information relating to the condition of Property that: (i) is within the knowledge or control of Seller; (ii) can be observed from visible, accessible areas; or (iii) which is required by Section 508D-4.5 and 508D-15, Hawaii Revised Statutes. Seller may not be aware of problems affecting Property, and there may be material facts of which Seller is not aware that qualified experts may be able to discover or time may reveal. Unless Buyer has been otherwise specifically advised, Seller has not conducted any inspections of generally inaccessible areas of Property. **BUYER SHOULD TAKE CARE TO PROTECT BUYER'S OWN INTEREST BY OBTAINING PROFESSIONAL ADVICE AND BY CONDUCTING THOROUGH INSPECTIONS AND OBTAINING EXPERT HELP IN EVALUATING PROPERTY AND BY OBTAINING BUYER'S OWN PUBLIC RECORDS.** The statements made below are made by Seller and are not statements or representations of Seller's agent unless specifically identified. The Disclosure Statement and the disclosures made by Seller are provided exclusively to Buyers involved in this transaction only, and do not apply to any subsequent sales not involving this Seller.

**THIS DISCLOSURE STATEMENT IS NOT A WARRANTY OF ANY KIND BY SELLER OR BY ANY AGENT REPRESENTING SELLER AND IS NOT A SUBSTITUTE FOR ANY EXPERT INSPECTION, PROFESSIONAL ADVICE, OR WARRANTY THAT BUYER MAY WISH TO OBTAIN.**

If not presently owner occupied, date of Seller's last visit \_\_\_\_\_.  
Has the property ever been rented during your term of ownership? [  ] Yes [  ] No If yes, Seller shall disclose all material facts obtainable from Property Manager(s). Name of Property Manager(s): \_\_\_\_\_

**General Instructions to Seller:** (1) Answer ALL questions in the applicable sections. (2) If checked or answered yes, explain all material facts known to you in Section G. (3) If additional space is needed to explain material facts, attach additional pages and sign/date at the bottom. (4) Each property/dwelling/structure shall have its own Disclosure. (5) NTMK means NOT TO MY KNOWLEDGE. (6) NA means NOT APPLICABLE and cannot be answered by "Yes," "No" or "NTMK."

BUYER'S INITIALS & DATE

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SELLER'S INITIALS & DATE



**A. GENERAL: Do any of the following conditions exist? If "yes", use the same number and describe in Section G.**

- |      | YES | NO  | NTMK | NA  |   |
|------|-----|-----|------|-----|---|
| 1)   | [ ] | [ ] | [ ]  | [ ] | ] Does any other party have an unrecorded interest in this Property and/or a say in its disposition?  |
| 2)   | [ ] | [ ] | [ ]  | [ ] | ] Are there any lawsuits or foreclosure actions affecting this Property?  |
| 3)   | [ ] | [ ] | [ ]  | [ ] | ] Are there any easements affecting this Property?  |
| 4)   | [ ] | [ ] | [ ]  | [ ] | ] Are there any roadways, driveways, walls, fences, and/or other improvements which are shared with adjoining land owners?  |
| 5)   | [ ] | [ ] | [ ]  | [ ] | ] Are there any known encroachments?  |
| 6)   | [ ] | [ ] | [ ]  | [ ] | ] Are there any written agreements concerning items 3, 4 or 5?  |
| 7)   | [ ] | [ ] | [ ]  | [ ] | ] Have there ever been substances, materials, or products known to be an environmental or health hazard such as, but not limited to, asbestos, formaldehyde, by-products of methamphetamine manufacturing, radon gas, lead-based paint, fuel or chemical storage tanks, contaminated soil or water? |
| 8)   | [ ] | [ ] | [ ]  | [ ] | ] Is there filled land on this Property?  |
| 9)   | [ ] | [ ] | [ ]  | [ ] | ] Has there ever been any settling or slippage, sliding, subsidence, or other soil problem?   |
| 10)  | [ ] | [ ] | [ ]  | [ ] | ] Has there ever been any drainage, water infiltration, seepage, flooding, or grading problems?   |
| 11)  | [ ] | [ ] | [ ]  | [ ] | ] Are there any violations of government regulations/ordinances related to this Property?   |
| 11a) | [ ] | [ ] | [ ]  | [ ] | ] (a) Are there any zoning or setback violations and/or citations?  |
| 11b) | [ ] | [ ] | [ ]  | [ ] | ] (b) Are there any nonconforming uses or restrictions on rebuilding?   |
| 12)  | [ ] | [ ] | [ ]  | [ ] | ] Is the Property subject to any recorded or unrecorded land lease (e.g. Pasture lease, sandwich lease)?  |
| 12a) | [ ] | [ ] | [ ]  | [ ] | ] (a) If yes, are there any violations of the land leases?  |
| 13)  | [ ] | [ ] | [ ]  | [ ] | ] Is the Property licensed for any transient accommodations (e.g. TVR, B&B)?  |
| 13a) | [ ] | [ ] | [ ]  | [ ] | ] (a) If yes, are there any periodic re-licensing requirements?   |
| 13b) | [ ] | [ ] | [ ]  | [ ] | ] (b) Are there any violations of the license?  |
| 14)  | [ ] | [ ] | [ ]  | [ ] | ] Is this Property subject to Covenants, Conditions and Restrictions (CC&Rs)?   |
| 14a) | [ ] | [ ] | [ ]  | [ ] | ] (a) Are there any violations of the Covenants, Conditions and Restrictions covering this Property?  |
| 15)  | [ ] | [ ] | [ ]  | [ ] | ] Is there any damage caused by tree roots?   |
| 16)  | [ ] | [ ] | [ ]  | [ ] | ] Is the Property located in a Special Management Area?   |
| 16a) | [ ] | [ ] | [ ]  | [ ] | ] (a) If Oceanfront Property, are there any past and existing State Shoreline Certification? If yes, please attach  |
| 17)  | [ ] | [ ] | [ ]  | [ ] | ] Is this Property located in a geothermal subzone or near a geothermal facility?   |
| 18)  | [ ] | [ ] | [ ]  | [ ] | ] Is the Property located in a tsunami evacuation zone?   |
| 19)  | [ ] | [ ] | [ ]  | [ ] | ] Is the Property located in a Special Flood Hazard Area based on FEMA's Flood Insurance Rate Maps?   |
| 19a) | [ ] | [ ] | [ ]  | [ ] | ] (a) Does the Property have a Pre-FIRM structure built before the following: Honolulu County 9/3/1980, Maui County 6/1/1981, Kauai County 11/4/1981, Hawaii County 5/3/1982  |
| 19b) | [ ] | [ ] | [ ]  | [ ] | ] (b) Is there an Elevation Certificate? If yes, please attach  |
| 20)  | [ ] | [ ] | [ ]  | [ ] | ] Is the Property located in volcanic hazard Zone 1 or 2? (Only applicable to Island of Hawaii)   |
| 21)  | [ ] | [ ] | [ ]  | [ ] | ] Is there any existing or past damage to the Property or any of the structures (interior or exterior) from earthquake, fire, smoke, flooding, leaks, landslides, falling rocks, tsunami, volcanic activity, or wind?   |
| 22)  | [ ] | [ ] | [ ]  | [ ] | ] Is the Property subject to excessive air pollution? (e.g., "VOG")   |
| 23)  | [ ] | [ ] | [ ]  | [ ] | ] Is the Property exposed to other types of recurring excessive noise (e.g., night club, school, street traffic, animals (e.g. coqui frogs, birds, barking dogs etc.)?)   |
| 24)  | [ ] | [ ] | [ ]  | [ ] | ] Are there any additional facts regarding the Property that may be deemed a material fact (e.g., history of homicide, felony, suicide, burglary)?  |
| 25)  | [ ] | [ ] | [ ]  | [ ] | ] Are there any other additional material facts related to the Property concerning historic registers, Hawaii's Historic Preservation Program, archaeological surveys or historic features?   |
| 26)  | [ ] | [ ] | [ ]  | [ ] | ] Are there any additional material facts regarding the neighborhood that would be expected to measurably affect the value of the Property (e.g., pesticides, soil problems, irrigation, odors, pending development in the area, road widening projects, zoning changes; rail, etc.)?               |
| 27)  | [ ] | [ ] | [ ]  | [ ] | ] Is the Property located in the regular path of aircraft and does it experience regular excessive aircraft noise?  |
| 28)  | [ ] | [ ] | [ ]  | [ ] | ] Is the Property located within the boundaries of the Air Installation Compatibility Use Zone of any Air Force, Army, Navy, or Marine Corps airport as officially designated by military authorities?  |
| 29)  | [ ] | [ ] | [ ]  | [ ] | ] Are you aware of the presence of or removal of unexploded military ordnance in this general area?   |
| 30)  | [ ] | [ ] | [ ]  | [ ] | ] Is access to the Property restricted?   |
|      |     |     |      |     | ➔ [ ] Private Road [ ] By Easement [ ] Other  |

**B. ASSOCIATIONS: Do any of the following conditions exist? If "yes", use the same number and describe in Section G.**

- |     | YES | NO  | NTMK | NA  |   |
|-----|-----|-----|------|-----|---|
| 31) | [ ] | [ ] | [ ]  | [ ] | ] Is the Property part of a Condominium Property Regime (CPR)?  |
| 32) | [ ] | [ ] | [ ]  | [ ] | ] Are there any "common area" facilities (such as pools, tennis courts, walkways, or other areas) co-owned in undivided interest with others? |

BUYER'S INITIALS & DATE

SELLER'S INITIALS & DATE

- YES NO NTMK NA
- 33) [ ] [ ] [ ] [ ] [ ] Is the Property subject to a Homeowners' and/or Community Association or any other Association?
- 33a) [ ] [ ] [ ] [ ] [ ] (a) Is membership mandatory?
- 33b) \_\_\_\_\_ (b) If yes, what are the fees and payments?
- 33c) \_\_\_\_\_ (c) What is included in the fees and payments?
- 33d) [ ] [ ] [ ] [ ] [ ] (d) Are you aware of future maintenance fee increases, special assessments, association loans or pending litigation for or against your Association(s)?

**IF ANY OF THE ABOVE ARE CHECKED YES, NOTE:** If the Property is subject to a recorded Declaration, Seller is subject to mandatory disclosure obligations pursuant to Hawaii Revised Statutes Chapter 508D as amended. To the extent that the Act applies, Seller shall provide the documents and any amendments or supplements within the deadlines set forth in Paragraph M-1 of the Purchase Contract.

**C. UTILITIES AND SERVICES: Complete and describe problems, if any, in Section G.**

- 34) What is your source of water supply?
- a) [ ] Public [ ] Private  
 Is this Property separately metered? [ ] Yes [ ] No  
 Is this a sub-meter? [ ] Yes [ ] No  
 Is there a shared water supply? [ ] Yes [ ] No
- b) [ ] Catchment: Tank type \_\_\_\_\_ Capacity \_\_\_\_\_ Age \_\_\_\_\_ Condition \_\_\_\_\_
- c) [ ] Other \_\_\_\_\_
- 35) What type of waste water/sewage system do you have?
- a) [ ] Public Sewer [ ] Private Sewer Connected? [ ] Yes [ ] No  
 If not, is connection currently required? [ ] Yes [ ] No  
 Is there a separate sewer fee? [ ] Yes [ ] No Amount of current sewer fee \_\_\_\_\_
- b) [ ] Cesspool [ ] Septic System [ ] Individual Sewage Treatment Plant Location \_\_\_\_\_  
 Last Pumped \_\_\_\_\_ How Often? \_\_\_\_\_
- c) [ ] Abandoned septic or cesspool Location \_\_\_\_\_ Filled? [ ] Yes [ ] No [ ] NTMK
- d) Does the cesspool serve more than one dwelling or living unit (A "dwelling" or, "living unit" is defined as having its own kitchen/food preparation area, bathroom and sleeping/living area), including "ohana" units? [ ] Yes [ ] No
- 36) What is your source of electrical power?
- [ ] Public [ ] Photo Voltaic [ ] Other: \_\_\_\_\_
- a) Is the Property subject to Special Subdivision Project Provision (SSPP) connection fees? [ ] Yes [ ] No
- b) Hawaii law requires Sellers who pay their electricity bills directly to make a good faith declaration of electricity costs based upon the most recent three-month period that the property was occupied. In this context, please answer the following:  
 Do you pay your electrical utility bill directly? [ ] Yes [ ] No  
 If yes, please state the amount you paid for electricity for the most recent three-month period that the property was occupied.  
 Mon/Yr: \_\_\_\_\_ Amount: \_\_\_\_\_ Mon/Yr: \_\_\_\_\_ Amount: \_\_\_\_\_ Mon/Yr: \_\_\_\_\_ Amount: \_\_\_\_\_  
 Buyer's actual electricity costs may vary substantially.
- c) If Seller's interest in a photovoltaic system is included in the sale, please answer the following and attach ALL applicable documentation (i.e. leases/finance agreements, service/maintenance agreements, utility agreements net metering / buyback and/or credit agreements, user manuals, battery maintenance and warranties)  
 Is the system [ ] Leased [ ] Financed [ ] Owned outright [ ] Other \_\_\_\_\_
- 37) If a Solar Hot Water System is included with the sale, please answer the following and attach ALL applicable documentation (i.e. lease/financing agreement, service/maintenance agreements, user manuals).  
 Is the system [ ] Leased [ ] Financed [ ] Owned outright \_\_\_\_\_
- 38) If a Security Alarm and/or Home Automation System is included with the sale, please answer the following and attach ALL applicable documentation (i.e. lease/financing agreement, service/maintenance agreements, user manuals).  
 Is the system [ ] Leased [ ] Financed [ ] Owned outright \_\_\_\_\_
- 39) Gas: [ ] Piped [ ] Tank [ ] None
- 40) Telephone Service: [ ] Traditional [ ] Party line only [ ] Cable [ ] Cell [ ] Satellite
- 41) Television Service: [ ] Cable [ ] Satellite [ ] Antenna [ ] Not Available
- 42) Broadband Internet [ ] DSL [ ] Cable [ ] None [ ] Other \_\_\_\_\_
- 43) US Postal Delivery: [ ] PO Box [ ] Community Box [ ] Individual Curbside Box [ ] To Door

**[ ] D. IMPROVEMENTS: Do any of the following conditions exist? If "yes", use the same number and describe in Section G**

YES NO NTMK NA

- 44) [ ] [ ] [ ] [ ] [ ] Were any improvements, additions, structural modifications or alterations built without building permits, association design committee or other governmental approvals?
- 45) [ ] [ ] [ ] [ ] [ ] For any improvement(s) subject to a mechanic's and materialman's lien, has Notice of Completion been published?
- 45a) \_\_\_\_\_ (a) Date of publication \_\_\_\_\_ [ ] Unknown
- 46) [ ] [ ] [ ] [ ] [ ] Were any of the building permits not finalized (closed) by the permitting agency?

BUYER'S INITIALS & DATE

SELLER'S INITIALS & DATE



- |      | YES   | NO  | NTMK | NA  |  |
|------|-------|-----|------|-----|--|
| 47)  | [ ]   | [ ] | [ ]  | [ ] | ] Were any of the improvements to this Property built under an owner-builder permit?   |
| 47a) | _____ |     |      |     | ➔ (a) Date of Final Inspection Approval by the County: _____   |
| 48)  | [ ]   | [ ] | [ ]  | [ ] | ] Is the Seller/Builder a licensed contractor who is providing warranties?   |
| 49)  | [ ]   | [ ] | [ ]  | [ ] | ] Have you given any release or waiver of liability, or release from a warranty to any government agency, contractor, engineer, architect, land surveyor, or landscape architect, for any defect, mistake, or omission in the design or construction of this Property? |
| 50)  | [ ]   | [ ] | [ ]  | [ ] | ] Has the roof been repaired or replaced?  |
| 50a) | _____ |     |      |     | ➔ (a) When and by whom? _____  |
| 50b) | _____ |     |      |     | ➔ (b) What is the age of the roof? _____   |
| 50c) | [ ]   | [ ] | [ ]  | [ ] | ] (c) Are there any transferable warranties?   |
| 51)  | [ ]   | [ ] | [ ]  | [ ] | ] Has there ever been any sign of mold, mildew and/or fungus?  |
| 51a) | [ ]   | [ ] | [ ]  | [ ] | ] (a) If yes, was there treatment? When and how?   |
| 52)  | [ ]   | [ ] | [ ]  | [ ] | ] Has there been any evidence or presence of any pests (e.g., roaches, fleas, bedbugs, mites, ticks, ants, rats, centipedes, etc.)?  |
| 52a) | [ ]   | [ ] | [ ]  | [ ] | ] (a) If yes, was there treatment? When and how?   |
| 53)  | [ ]   | [ ] | [ ]  | [ ] | ] Has there been any evidence or presence of wood destroying organisms in the improvements (e.g., termites, powder post beetles, dry rot, carpenter ants/bees, etc.)?  |
| 53a) | [ ]   | [ ] | [ ]  | [ ] | ] (a) If yes, was there treatment? When and how? Has there been professional treatment? List who treated and date(s).  |
| 53b) | [ ]   | [ ] | [ ]  | [ ] | ] (b) Is there any known damage to the improvements caused by wood destroying organisms?   |
| 53c) | [ ]   | [ ] | [ ]  | [ ] | ] (c) Has the damage been repaired?  |
| 53d) | [ ]   | [ ] | [ ]  | [ ] | ] (d) Are there any warranties for treatment or repairs? Who provides the warranties and dates of warranties?  |

**E. DEFECTS, REPAIRS OR REPLACEMENTS (Past or present): Check items listed below if you are aware of any past or present defects, repairs or replacements. If checked, use the same number and describe in Section G.**

- |          |   |                                   |          |   |                        |          |   |                                |
|----------|---|-----------------------------------|----------|---|------------------------|----------|---|--------------------------------|
| (54) [ ] | ] | Air conditioning                  | (67) [ ] | ] | Fences/Perimeter Walls | (80) [ ] | ] | Solar Water Systems            |
| (55) [ ] | ] | Appliances                        | (68) [ ] | ] | Fire Sprinkler System  | (81) [ ] | ] | Solar/Photovoltaic Systems     |
| (56) [ ] | ] | Bathtubs/Showers/Basins/Toilets   | (69) [ ] | ] | Fireplace/Chimney      | (82) [ ] | ] | Spa/Hot Tub/Sauna              |
| (57) [ ] | ] | Ceilings                          | (70) [ ] | ] | Floors/Floor Coverings | (83) [ ] | ] | Swimming Pool                  |
| (58) [ ] | ] | Ceiling Fans                      | (71) [ ] | ] | Foundations/Slabs      | (84) [ ] | ] | Ventilation Systems            |
| (59) [ ] | ] | Central Vacuum Systems            | (72) [ ] | ] | Gutters                | (85) [ ] | ] | Walkways                       |
| (60) [ ] | ] | Counters/Cabinets                 | (73) [ ] | ] | Heating Systems        | (86) [ ] | ] | Walls Exterior/Trim            |
| (61) [ ] | ] | Decking/Railings/Lanai            | (74) [ ] | ] | Lawn Sprinkler System  | (87) [ ] | ] | Walls Interior/Baseboards/Trim |
| (62) [ ] | ] | Doorbells                         | (75) [ ] | ] | Plumbing               | (88) [ ] | ] | Water Features                 |
| (63) [ ] | ] | Doors (all types)                 | (76) [ ] | ] | Roofs/Eaves/Skylights  | (89) [ ] | ] | Water Heater                   |
| (64) [ ] | ] | Driveways                         | (77) [ ] | ] | Security Systems       | (90) [ ] | ] | Window Coverings               |
| (65) [ ] | ] | Electrical Systems Switches, etc. | (78) [ ] | ] | Sinks/Faucets          | (91) [ ] | ] | Windows/Screens                |
| (66) [ ] | ] | Electronic Controls/Remotes       | (79) [ ] | ] | Smoke Detectors        | (92) [ ] | ] | Other _____                    |

**F. CONDO SPECIFIC: Do any of the following conditions exist? If "yes", use the same number and describe in Section G.**

- |      | YES   | NO  | NTMK | NA  |  |
|------|-------|-----|------|-----|--|
| 93)  | [ ]   | [ ] | [ ]  | [ ] | ] Does this unit include parking? If yes, how many? _____  |
| 93a) | [ ]   | [ ] | [ ]  | [ ] | ] (a) [ ] Assigned [ ] Unassigned  |
| 93b) | _____ |     |      |     | ➔ (b) [ ] Covered [ ] Partial [ ] Uncovered [ ] Private Garage [ ] Carport   |
| 93c) | _____ |     |      |     | ➔ (c) [ ] Standard [ ] Compact [ ] Tandem  |
| 94)  | [ ]   | [ ] | [ ]  | [ ] | ] Do you have knowledge of any parking problems for your apartment?  |
| 95)  | [ ]   | [ ] | [ ]  | [ ] | ] Do you have assigned and/or deeded storage space outside of your apartment?  |
| 96)  | [ ]   | [ ] | [ ]  | [ ] | ] Were additions, modifications, and/or alterations made to your Property without obtaining required association approval?   |
| 97)  | [ ]   | [ ] | [ ]  | [ ] | ] Are there any restrictions/prohibitions imposed upon pet ownership?  |
| 98)  | [ ]   | [ ] | [ ]  | [ ] | ] Is your dwelling sprinklered for fire protection?  |
| 99)  | [ ]   | [ ] | [ ]  | [ ] | ] Has there been any damage to your Property due to leakage or water penetration from apartments above or adjacent to your apartment or damage due to leakage or water penetration to apartments below your apartment? |
| 100) | [ ]   | [ ] | [ ]  | [ ] | ] Are you aware of any defects to the common or limited common elements affecting the unit?  |
| 101) | [ ]   | [ ] | [ ]  | [ ] | ] Are you aware of any litigation affecting your complex?  |

**G. Reference Question Number and Explanation. List any additional material facts. List any attachments or exhibits:**

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BUYER'S INITIALS & DATE

SELLER'S INITIALS & DATE



RECEIPT OF SELLER'S REAL PROPERTY DISCLOSURE STATEMENT

Hawaii Association of REALTORS® Standard Form Revised 12/17 For Release 5/18



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Property Reference or Address: \_\_\_\_\_

Tax Map Key: Div. \_\_\_\_\_ /Zone \_\_\_\_\_ /Sec. \_\_\_\_\_ /Plat \_\_\_\_\_ /Parcel \_\_\_\_\_ /CPR \_\_\_\_\_ (if applicable).

Buyer hereby acknowledges receipt of Seller's Real Property Disclosure Statement (SRPDS)

Dated: \_\_\_\_\_

SRPDS Prepared by: \_\_\_\_\_

Date of delivery to Buyer either directly or through Buyer's Agent: \_\_\_\_\_

Buyer understands that:

- 1. The Seller has represented that the Seller's Real Property Disclosure Statement was prepared in good faith and with due care by Seller. Buyer should obtain professional advice and/or inspections on the Property within the time frames of the Purchase Contract as agreed to by Buyer and Seller. Unless Buyer has been otherwise advised, Buyer should assume Seller has not conducted any inspection of generally inaccessible areas of the Property. There may be material facts of which Seller is not aware which qualified experts may be able to discover or latent or hidden defects which time may reveal. The disclosures made by Seller are provided exclusively to Buyer involved in the Purchase Contract and do not apply to any subsequent sales not involving this Seller.
2. Seller's responses on the Seller's Real Property Disclosure Statement cannot be considered to be substitutes for a careful inspection of the Property by Buyer and/or any inspections which Buyer may choose to obtain.
3. If "NTMK" is marked in response to any questions, Buyer recognizes that this does not mean there may not be a defect which an expert could discover or the passage of time would reveal. Likewise, Buyer recognizes that a problem may be more serious than Seller/Inspector knows.
4. The Seller's Real Property Disclosure Statement is not a warranty of any kind by Seller or by any Brokerage Firm.
5. Unless otherwise agreed in the Purchase Contract, as provided in HRS section 508D-5(b)(2), Buyer shall have fifteen (15) calendar days from the date of delivery of Seller's Real Property Disclosure Statement to rescind the Purchase Contract to purchase the Property. Such rescission must be made in writing and provided to Seller or Seller's Brokerage Firm. If timely written notice is provided, then all deposits made by Buyer shall be immediately returned to Buyer. Failure to deliver the written notification to the Seller to rescind shall be deemed an acceptance of the Disclosure Statement.
6. Hawaii law requires that Buyer sign a receipt of Seller's Real Property Disclosure Statement, a copy of which Buyer shall provide to Seller. Seller or Seller's Brokerage Firm shall retain said receipt for a period of three years.

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

NOTE: THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this agreement into plain language. But there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES. This means that the Hawaii Association of REALTORS® is not liable to any Buyer, Seller, or other person who uses this form for any damages or penalty because of any violation of Chapter 487A. People are cautioned to see their own attorneys about Chapter 487A (and other laws that may apply).

