

Standard Form Rental Agreement End User License Agreement

This Standard Form Rental Agreement End User License Agreement is a binding agreement between you and the Hawai'i Association of REALTORS®. This Agreement governs your use of the HAR's Standard Form Rental Agreement. The Standard Form Rental Agreement are licensed to you, not sold to you.

BY USING THE HAR'S STANDARD FORM RENTAL AGREEMENT, YOU:

- ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT;
- REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND
- ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, YOU CANNOT USE THE STANDARD FORM RENTAL AGREEMENT.

1. Definitions

1.1 HAR

HAR means the Hawai'i Association of REALTORS®, a Hawai'i nonprofit corporation with offices located at 1259 A'ala Street, Suite 300, Honolulu, Hawai'i.

1.2 Standard Form Rental Agreement

Standard Form Rental Agreement means HAWAII REALTORS®, RENTAL AGREEMENT (May 1, 2023) in portable document format, a work to which HAR is the exclusive owner and copyright holder.

1.3 Term

Term means the period described under Section 5 Of this User Agreement.

1.4 Territory

Territory means the State of Hawai'i.

1.5 User

User means you, a natural person, who is licensed under this User Agreement to use the Standard Form Rental Agreement.

1.6 User Agreement

User Agreement means this Standard Form End User License Agreement between you and HAR.

2. License

2.1 License Grant

HAR hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable license in the Territory and during the Term to use the Standard Form Rental Agreement, as allowed under this User Agreement.

2.2 License Restrictions

You will not:

- copy any of HAR's Standard Form Rental Agreement, except as expressly permitted by this Agreement; or
- modify, translate, adapt, or otherwise create a derivative work or make any improvement to the Standard Form Rental Agreement, except by entering information into a Standard Form's empty fields to convey an interest in Hawai'i real property.

2.3 Third-Party Rights

Nothing in this User Agreement will be deemed to be a grant by HAR of a license, sublicense, or other grant of a right to you to use any third-party right or any right under any third-party license that cannot be licensed, sublicensed, or otherwise granted without the consent of another party, unless you first obtain such consent.

2.4 Reservation of Rights

HAR reserves all rights not expressly granted to you under this User Agreement. No use by HAR of the Standard Form Rental Agreement in any

medium or manner will be deemed to interfere with the limited permissions made to you under this User Agreement.

3. Copyright Notices

You must abide by all laws and sound practices for intellectual property in the Territory. You must not remove, delete, alter, or obscure any copyright, trademark, or other intellectual property or proprietary right notice from the Standard Form Rental Agreement. You must not use any copyright, trademark, or other intellectual property notice that conflicts with, confuses, or negates any notice HAR provides or requires under this User Agreement.

4. Disclaimer of Warranties

HAR LICENSES THE STANDARD FORM RENTAL AGREEMENT *AS IS* AND WITH ALL FAULTS AND DEFECTS, WITHOUT WARRANTY OF ANY KIND. HAR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE STANDARD FORM RENTAL AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTY THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

5. Term

The term of this User Agreement commences when you receive the Standard Form Rental Agreement. .

6. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, HAR, *HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION, AND THE STATE OF HAWAII* WILL NOT BE LIABLE UNDER OR IN CONNECTION WITH THIS USER AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL, OR EXEMPLARY DAMAGES OR PENALTIES, INCLUDING LOSS OF BUSINESS REVENUE OR ANTICIPATED PROFITS, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE.

7. General

7.1 Interpretation

For purposes of this User Agreement, the words *include*, *includes*, and *including* are deemed to be followed by the words *without limitation*.

This User Agreement is intended to be construed without regard to any presumption or rule requiring construction against the party drafting an instrument or causing any instrument to be drafted.

7.2 Headings

The headings in this User Agreement are for reference, only. They cannot be construed to affect any right or obligation under this User Agreement.

7.3 Entire Agreement

This User Agreement, including and together with any related attachments, constitutes the sole and entire agreement of the parties with respect to the subject matter contained in this User Agreement. This User Agreement, including and together with any related attachments, supersedes all prior contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to all matters contained in this User Agreement.

7.4 Amendment and Modification

No amendment or modification to this User Agreement is effective unless it is in writing and signed by each party.

7.5 Choice of Law; Venue; Jurisdiction

This User Agreement and all matters arising out of or relating to it, including tort and statutory claims, are governed by the laws of the State of Hawai'i, including its statutes of limitations, without giving effect to any conflict of laws provisions that would result in the application of a different jurisdiction's laws.

Each party must institute, prosecute, and defend every lawsuit or proceeding arising out of or relating to this User Agreement in the federal or state courts that are located in Honolulu, Hawai'i; and each party irrevocably submits to the exclusive jurisdiction of such court.

7.6 Severability

If any term or provision of this User Agreement is invalid, illegal, or unenforceable in any a jurisdiction, such invalidity, illegality, or unenforceability will not affect the enforceability of any other term or provision of this User Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

7.7 Assignment; Delegation; Sublicense

You cannot sublicense or assign any of your rights or delegate any of your obligations under this User Agreement without HAR's prior written consent. Any purported sublicense, assignment, or delegation in violation of this Section 7.7 will be null and void. HAR may freely assign or otherwise transfer any of its rights or delegate any of its obligations under this User Agreement. This User Agreement is binding upon and inures to the benefit of the parties and to their respective and permitted successors and assigns.

7.8 Relationship of the Parties

This User Agreement cannot be construed as creating any agency, partnership, joint venture, employment, or fiduciary relationship between the parties. Nor can this User Agreement be construed to imbue either party with authority to bind the other party to any other agreement or contract.