SELLER'S REAL PROPERTY DISCLOSURE STATEMENT
Hawaii Association of REALTORS® Standard Form
Revised 12/17 (NC) For Release 11/19

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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

_____ 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 been any evidence or presence 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_x_____

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:

_____ BUYER'S INITIALS & DATE

_____ SELLER'S INITIALS & DATE

Under Hawaii law, unless otherwise agreed to in the Purchase Contract, Buyer shall have fifteen (15) calendar days from the date of receiving the Disclosure Statement to examine the Disclosure Statement and to rescind the Purchase Contract. Such rescission must be made in writing and provided to Seller directly or Seller's agent. 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 within the specified period shall be deemed an acceptance of the disclosure statement.

Seller gives permission to any Broker to provide this statement to any Buyer whose identity has been made known to Seller, a lending institution, or the escrow company involved in the transaction between the parties.

SELLER DATE SELLER 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).

BUYER'S INITIALS & DATE SELLER'S INITIALS & DATE

RECEIPT OF SELLER'S REAL PROPERTY DISCLOSURE STATEMENT

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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: 03/02/2020

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).