

HAWAII 12 MONTH LEASE

I. THE PARTIES. This Hawaii 12 Month Lease Agreement (“Agreement”) made this Feb 13th, 2026 is between:

Landlord: Christopher Farro & Caleb Farro with a mailing address of 5-5226 Kuhio Hwy Unit 1541, Hanalei 96714 ("Landlord"), AND

Tenant(s): Kelly Ann O'Neil" (“Tenant”).

Landlord and Tenant are each referred to herein as a “Party” and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

II. LEASE TYPE. This Agreement shall be considered a twelve-month lease. The Tenant shall be allowed to occupy the Premises on Feb 14th 2026, to Jan 31st 2027 and option to extend with at least a 45-day notice. It is recognized that the minimum termination period for the State of Hawaii is twenty-eight (28) days if the Tenant terminates this Agreement and forty-five (45) days if the Landlord terminates this Agreement.

III. OCCUPANT(S). The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant: (check one)

- Kelly Ann O'Neil (“Occupant(s)”)

IV. THE PROPERTY. The Landlord agrees to lease the described property below to the Tenant: (enter the property information)

- a.) Physical Address: 5-7275 Kuhio Hwy, “Hanalei Unit”, Hanalei HI 96714
- b.) Residence Type: Apartment
- c.) Bedroom(s): 1
- d.) Bathroom(s): 1
- e.) Outdoor shower: 1

The aforementioned property shall be leased wholly by the Tenant (“Premises”).

V. PURPOSE. The Tenant and Occupant(s) may only use the Premises as a residential dwelling only.

VI. FURNISHINGS. The Premises is: (check one)

- To be furnished with the following items: bed, couch, desk, table, stools, coffee table, 2 nightstands, pantry. Landlord shall not be responsible for the repair, maintenance, or replacement of furnishings, All furnishing are provided in "as-is" condition and are not considered part of the monthly rent.

VII. APPLIANCES. The Landlord shall:

- Provide the following appliances: refrigerator & gas stove
- Provide use of the communal clothing washer & dryer

Landlord makes no warranty or guarantee as to the working condition or longevity of the washer and dryer. Landlord shall not be responsible for the repair, maintenance, or replacement of the washer and dryer appliances during the lease term. The washer and dryer appliances are provided in "as-is" condition and are not considered part of the monthly rent.

VIII. RENT. The Tenant shall pay the Landlord, in equal Monthly installments of \$3000 for all months ("Rent"). The entire first month rent amount (\$3000) shall be due before (Feb 28th 2026) ("Due Date") and paid under the following instructions: Venmo @chrisfarro, cash or check payable to "Christopher Farro". After Feb 28th 2026, (\$3000) shall be due by the first of the month following the same payment instructions as above.

X. LATE FEE. If Rent is not paid on the Due Date: (check one)

- There shall be a penalty of \$100 due as One (1) Time Payment Every Day Rent is Late. Rent is considered late when it has not been paid within 7 day(s) after the Due Date.

XI. FIRST (1ST) MONTH'S RENT. The Tenant is required to pay the proration period rent upon the execution of this Agreement.

XIII. PRORATION PERIOD. The Tenant:

Shall take possession of the Premises before the start of the Lease Term on February 14th, 2026 and agrees to pay \$1500 for the proration period (\$100 per day). The proration rate is calculated by the monthly rent on a daily basis which shall be paid by the Tenant upon the execution of this Agreement.

XIV. SECURITY DEPOSIT. As part of this Agreement: (check one)

- The Landlord requires a payment in the amount of \$3000 ("Security Deposit") for the faithful performance of the Tenant under the terms and conditions of this Agreement. Payment of the Security Deposit is required by the Tenant upon the execution of this Agreement. The Security Deposit shall be returned to the Tenant within 14 days after the end of the Lease Term less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.

XV. MOVE-IN INSPECTION. Before, at the time of the Tenant accepting possession, or shortly thereafter, the Landlord and Tenant: (check one)

- Agree to inspect the Premises and write any present damages or needed repairs

- Shall not inspect the Premises or complete a move-in

checklist. **XVI. PARKING.** The Landlord: (check one)

- Shall provide 1 parking space(s) to the tenant. Additional parking for second vehicle is available space permitting.

XVII. SALE OF PROPERTY. If the Premises is sold, the Tenant is to be notified of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new owner: (check one)

- Has the right to terminate this Agreement by providing 60 days' notice to the Tenant.

- Does not have the right to terminate this Agreement.

XVIII. UTILITIES. The Landlord shall provide the following utilities and services to the Tenant: Trash, Electric, Water, Gas, Internet, bimestrial pest control (every other month). The total fee for the above utilities and services is \$150 per month.

Any other utilities or services not mentioned will be the responsibility of the Tenant.

XIX. EARLY TERMINATION. The Tenant: (check one)

- Shall have the right to terminate this Agreement at any time by providing at least 30 days' written notice to the Landlord along with an early termination fee of \$3000 (US Dollars). During the notice period for termination the Tenant will remain responsible for the payment of rent.

XX. SMOKING POLICY. Smoking on the Premises is: (check one)

- Permitted ONLY in the following areas: Outside

- Prohibited on the Premises and Common Areas.

XXI. PETS. The Tenant: (check one)

- Shall have the right to have [#] pet(s) on the Premises consisting of [TYPES OF PETS] that are not to weigh over [# OF POUNDS] pounds. For the right to have pet(s) on the Premises the Landlord shall charge a fee of \$[PET FEE] that is non-refundable refundable unless there are damages related to the pet. The Tenant is responsible for all damage that any pet causes, regardless of ownership of said pet and agrees to restore the Premises to its original condition at their expense.

- Shall not have the right to have pets on the Premises or in the common areas.

XXII. WATERBEDS. The Tenant: (check one).

- Shall not have the right to use a waterbed on the Premises.

XXIII. NOTICES. Any notice to be sent by the Landlord or the Tenant to each other shall use the following addresses:

Landlord's / Agent's Address: 5-5226 Kuhio Hwy Unit 1541, Hanalei HI 96714

Tenant's Mailing Address: 5-7275 Kuhio Hwy, Hanalei HI 96714

XXIV. AGENT/MANAGER.

- The Landlord does not have a manager on the Premises although the Landlord can be contacted for any maintenance or repair at:

Name: Christopher Farro
Telephone: (541) 490-4636
E-Mail: Christopher.farro@gmail.com

Name: Caleb Farro
Telephone: (541) 490-5162
Email: farro.caleb@gmail.com

XXV. POSSESSION. Tenant has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant shall terminate this Agreement at the option of the Tenant. Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant along with any other pre-paid rent, fees, including if the Tenant paid a fee during the application process before the execution of this Agreement.

XXVI. ACCESS. Upon the beginning of the Proration Period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give access to the Tenant in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the Tenant shall be returned to the Landlord or a fee will be charged to the Tenant or the fee will be subtracted from the Security Deposit.

XXVII. SUBLETTING. The Tenant shall not be able to sublet the Premises. The consent by the Landlord to one subtenant shall not be deemed to be consent to any subsequent subtenant.

XXVIII. ABANDONMENT. If the Tenant vacates or abandons the Premises for a time period that is the minimum set by State law or seven (7) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises. If the Tenant vacates or abandons the Premises, the Landlord shall immediately have the right to terminate this Agreement.

XXIX. ASSIGNMENT. Tenant shall not assign this Lease without the prior written consent of the Landlord. The consent by the Landlord to one assignment shall not be deemed to be consent to any subsequent assignment.

XXX. RIGHT OF ENTRY. The Landlord shall have the right to enter the Premises during normal working hours by providing at least twenty-four (24) hours notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as

agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

XXXI. MAINTENANCE, REPAIRS, OR ALTERATIONS. The Tenant shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant may not make any alterations to the leased premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building. If the Premises includes a washer, dryer, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant moves into the premises. After the initial placement of the fresh batteries it is the responsibility of the Tenant to replace batteries when needed. A monthly "cursory" inspection may be required for all fire extinguishers to make sure they are fully charged.

XXXII. NOISE/WASTE. The Tenant agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant further agrees to abide by any and all local, county, and State noise ordinances. Quiet hours from 9pm – 9am during weekdays is expected.

XXXIII. GUESTS. There shall be no other persons living on the Premises other than the Tenant and any Occupant(s). Guests of the Tenant are allowed for periods not lasting for more than 72 hours unless otherwise approved by the Landlord in writing.

XXXIV. COMPLIANCE WITH LAW. The Tenant agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant, the Landlord, or both.

XXXV. DEFAULT. If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Landlord may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The Tenant will be in default if: (a) Tenant does not pay rent or other amounts that are owed; (b) Tenant, their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c)

Tenant abandons the Premises; (d) Tenant gives incorrect or false information in the rental application; (e) Tenant, or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

XXXVI. MULTIPLE TENANT OR OCCUPANT(S). Each individual that is considered a Tenant is jointly and individually liable for all of this Agreement's obligations, including but not limited to rent monies. If any Tenant, guest, or Occupant(s) violates this Agreement, the Tenant is considered to have violated this Agreement. Landlord's requests and notices to the Tenant or any of the Occupant(s) of legal age constitutes notice to the Tenant. Notices and requests from the Tenant or any one of the Occupant(s) (including repair requests and entry permissions) constitutes notice from the Tenant. In eviction suits, the Tenant is considered the agent of the Premise for the service of process.

XXXVII. DISPUTES. If a dispute arises during or after the term of this Agreement between the Landlord and Tenant, they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

XXXVIII. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

XXXIX. SURRENDER OF PREMISES. The Tenant has surrendered the Premises when (a) the move-out date has passed and no one is living in the Premise within the Landlord's reasonable judgment; or (b) Access to the Premise have been turned in to Landlord – whichever comes first. Upon the expiration of the term hereof, the Tenant shall surrender the Premise in better or equal condition as it were at the commencement of this Agreement, reasonable use, wear and tear thereof, and damages by the elements excepted.

XL. RETALIATION. The Landlord is prohibited from making any type of retaliatory acts against the Tenant including but not limited to restricting access to the Premises, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.

XLI. WAIVER. A Waiver by the Landlord for a breach of any covenant or duty by the Tenant, under this Agreement is not a waiver for a breach of any other covenant or duty by the Tenant, or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this Agreement and executed by the Tenant and Landlord.

XLII. EQUAL HOUSING. If the Tenant possesses any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any

impairment(s) of the Tenant are encouraged to be provided and presented to the Landlord in writing in order to seek the most appropriate route for providing the modifications to the Premises.

XLIII. HAZARDOUS MATERIALS. The Tenant agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

XLIV. INDEMNIFICATION. The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant's expense.

XLV. COVENANTS. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

XLVI. PREMISES DEEMED UNINHABITABLE. If the Premises is deemed uninhabitable due to damage beyond reasonable repair the Tenant will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant, the Tenant shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

XLVII. INVENTORY CHECKLIST. Prior to the initial date of initial occupancy, the Landlord shall inventory the Premises and make a written record detailing the condition of the premises and any furnishings or appliances provided. Duplicate copies of this inventory checklist shall be signed by the Landlord and by the Tenant and a copy given to each Tenant. In an action arising under this section, the executed copy of the inventory checklist shall be presumed to be correct. If the Landlord fails to make such an inventory checklist and written record, the condition of the Premises and any furnishings or appliances provided, upon the termination of the tenancy shall be rebuttably presumed to be the same as when the Tenant first occupied the premises.

XLVIII. LEAD PAINT. (check one)

- The Premises was built prior to 1978 and there is an attachment titled the 'Lead-Based Paint Disclosure' that must be initialed and signed by the Landlord and Tenant.

- The Premises was not built prior to 1978.

XLIX. GOVERNING LAW. This Agreement is to be governed under the laws located in the State of Hawaii.

L. ADDITIONAL TERMS AND CONDITIONS. None

LI. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant agree to the terms and conditions and shall be bound until the end of the Lease Term.

Landlord's Signature _____ **Date:** _____

Print Name: Christopher Farro

Landlord's Signature _____ **Date:** _____

Print Name: Caleb Farro

Tenant's Signature _____ **Date:** _____

Print Name: Kelly Ann O'Neil

AMOUNT (\$) DUE:

Security Deposit: \$3000 - \$400 (already paid) = \$2600

Proration Period: Feb 14th - 28th = \$1500

Total due upon signing = \$4100

Rent (\$3000) and utilities (\$150) due before Feb 28th 2026 and thereafter before the 1st of each month: \$3150