

**SHORT-TERM RENTALS DISCLOSURE (STRD) ADDENDUM  
TO EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT  
HONOLULU BOARD OF REALTORS® (HBR)  
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**INTELLECTUAL PROPERTY NOTICE:** This copyrighted HBR SHORT-TERM RENTALS DISCLOSURE (STRD) ADDENDUM form and any HBR trademark and/or service mark associated with this form are licensed for the specific disclosure purposes as set forth below in this form to REALTOR® and REALTOR-ASSOCIATE® members of HBR and all other duly qualified professional real estate licensees under Hawaii law.

Brokerage Firm Name: \_\_\_\_\_  
Principal Broker/Broker-in-Charge Name and Signature: \_\_\_\_\_  
Agent Name and Signature: \_\_\_\_\_  
STRD Date: \_\_\_\_\_  
Subject Property Address: \_\_\_\_\_  
Tax Map Key No.: Div. \_\_\_\_/Zone \_\_\_\_/ Sec. \_\_\_\_/Plat \_\_\_\_/Parcel(s)\_\_\_\_/CPR(s)\_\_\_\_

This SHORT-TERM RENTALS DISCLOSURE (STRD) ADDENDUM is made a part of the Exclusive Right-To-Sell Listing Contract between Brokerage Firm and Seller.

Short-term rentals (STRs) are highly regulated at the federal, state, and county levels involving, but not limited to, taxation, land use, zoning, nonconforming use permits, and other use limitations.

STRs have been regulated by ordinance in Honolulu since 1989. STRs are sometimes known as vacation rentals and essentially are lodgings that provide transient guest accommodations that basically fall into two categories: (a) Bed and Breakfast Homes (B&Bs) or (b) Transient Vacation Units (TVUs).

For example, the City and County of Honolulu recently adopted [Ordinance 19-18](#) (Bill 89) which describes transient accommodations as short term rentals with terms of less than thirty (30) days, defines legal STRs from illegal STRs. Ordinance 19-18 conditionally allows a limited number of B&Bs in non-resort areas under a new registration process, continues to prohibit TVUs in non-resort areas without a Nonconforming Use Certificate, regulates hosting platforms, and makes advertising of non-compliant STRs illegal. Fines may run from \$1,000 to \$10,000 per day under specified circumstances in the ordinance.

In addition to governmental regulations covering STRs, community associations, homeowner associations, PUD associations, condominium associations, and other forms of multi-family residential associations may also have contractually binding limitations and restrictions on STRs in homes or units that fall within the governing jurisdiction of such association.

1. **DISCLAIMER AND RELEASE:** Seller acknowledges and understands (i) that engaging directly or indirectly in any illegal STRs on the Property may have, among other things, serious legal, monetary, and adverse tax consequences to Seller; and (ii) that Brokerage Firm, which includes its Principal Broker, Broker-in-Charge, agents, salespersons, licensees, and employees, have absolutely made no representations or warranties, and have not provided any legal, tax, or any other opinion or advice concerning STRs in connection with the subject Property
2. **PROFESSIONAL ADVICE:** Seller may review the City and County of Honolulu link following for more information concerning STRs and Ordinance 19-18 at <https://www.honolulu.gov/dppstr/default.html>. Seller is further strongly advised to consult with Seller's own legal, tax, and other qualified professional consultants on any and all matters concerning STRs and the subject Property.

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3. **SELLER OBLIGATIONS:** In addition to Seller's obligations as set forth in the applicable Exclusive Right-to-Sell Listing Contract, particularly Seller's obligations of disclosure of material facts, which include permitted or non-permitted STRs, under Chapter 508D, Hawaii Revised Statutes in particular and Hawaii law in general, Seller acknowledges, understands, and agrees that Brokerage Firm shall not be liable for any loss, damage, or harm that may result from any communications between Seller and Buyer concerning any matters involving STRs; and Seller shall defend, indemnify, and hold Brokerage Firm, harmless from any claims that may arise therefrom or related thereto.

\_\_\_\_\_  
Seller Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Principal Broker or Broker-In-Charge Date

\_\_\_\_\_  
Title

**NOTE:** THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this Addendum in plain language. THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES, AS AMENDED. This means that HBR 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. Parties are cautioned to see their own attorneys about Chapter 487A (and other laws that may apply).