

**SHORT-TERM RENTALS DISCLOSURE (STRD) ADDENDUM
TO PURCHASE 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.

STRD Date: _____ Purchase Contract Reference 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 Purchase Contract.

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 and Buyer understand and affirm that Brokerage Firms assisting in this transaction, which includes the Principal Broker, Broker-in-Charge, owners, managers, agents, salespersons, licensees, and employees of each Brokerage Firm, 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 under the Purchase Contract. Seller and Buyer release and hold Brokerage Firms harmless against any claims or violations that may arise in connection with the Property due to STRs. Buyer further acknowledges, understands, and agrees that Seller has absolutely made no representations or warranties or rendered any opinion or advice concerning STRs and the subject Property, and hereby releases and holds Seller harmless against any claims or violations that may arise in connection with the Property due to STRs.
2. **PROFESSIONAL ADVICE:** Buyer 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>. Buyer is strongly advised to consult with Buyer's own legal, tax, and other qualified professional consultants on any and all matters concerning STRs and the subject Property.

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Seller Initial and Date

Buyer Initial and Date

Seller Initial and Date

Buyer Initial and Date

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).