

# Hawaii Student Suites

1088 Bishop St, Ste 4100

Honolulu, HI 96813

808-952-5377

[www.hawaiistudentsuites.com](http://www.hawaiistudentsuites.com)

AT THE **KALO TERRACE RESIDENCES**

## HOUSING CONTRACT APPLICATION FOR KALO TERRACES RESIDENCES

Aloha and thank you for choosing Hawaii Student Suites, Honolulu's premier off-campus student housing provider. HSS accommodates students and educators of colleges, universities, English language schools, vocational schools, and other post-secondary programs on Oahu. We also service students who participate in internships, medical rotations, travel study, work study, trade school, and online school. Full-time students have the highest priority.

**We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, national origin, sex, disability, religion, or familial status (having children under age 18).**

### HOW TO RESERVE A BED SPACE:

1. **Application:** Carefully complete and sign the Application, including the attached Guaranty. The Housing Contract becomes binding after HSS accepts it.
2. **Documentation:** Return the signed Application with the following:
  - **Proof of Identity:** Attach a copy of your government-issued picture ID card (driver's license, state ID, or passport).
  - **Proof of Enrollment:** Attach proof of enrollment at a post-secondary school or program. Your name must be clearly visible on the proof of enrollment documentation. Choose **ONE**:
    - a letter from the registrar's office verifying your student status
    - your acceptance letter, class schedule, AND student ID
    - a Form I-20 AND your student visa; or
    - a letter from your employer (for internships) or program supervisor
  - **Guarantor ID:** If you have a guarantor, attach a copy of his or her government-issued picture ID card (driver's license, state ID, or passport).
  - **Proof of Income:** Attach both the student applicant if applicable and guarantor financial information here
    - **INCOME INFORMATION** - Only verifiable income will be considered. Submit copies of your last two (2) month's most recent pay stubs. Self-employed applicants may provide copies of their Hawaii State General Excise Tax returns, prior two (2) years Federal Tax Returns, two (2) years of earning statements prepared by a Certified Public Accountant and/or bank statements. Military applicants may provide a copy of their Leave and Earnings Statement (LES).
    - Unemployed or student applicants may provide copies of their most recent savings/checking account statements, subsidized paperwork, etc.
    - **OTHER** - You may also include any other documentation that may support your application, such as benefit statements, letter(s) of employment, letter(s) of recommendation, bank statements, scholarships etc.
3. **Reservation Payments:** These are due only once per contract.
  - **\$50** application fee (non-refundable)
  - **\$150** service fee (helps cover cost of maintenance, and onsite resident manager)
  - **\$500** conditionally refundable security deposit
  - Payments may be made through our website at [www.hawaiistudentsuites.com](http://www.hawaiistudentsuites.com) portal, the initial Non Refundable Application Fee may be paid at the QR code/url at end of application, after signing and submitting your Housing Contract Application. Installment payments for your contract once approved may be paid via the online portal

Mahalo!



and/or checks can be made payable to **Kalo Terrace Student Suites** and mailed to the corporate office (1088 Bishop St, Ste 4100, Honolulu, HI 96813). Cash is not accepted.

**REMEMBER:**

If you do not hear back from us within **5 business days** of submitting a completed Application, the required documentation, and the reservation payments, please contact us. Thank you again for choosing Hawaii Student Suites. Requests for early arrivals, disability accommodations, and other information related to your housing needs may be made to the HSS corporate office at (808) 952-5377 or by email at [hawaiistudentsuites@hihltd.com](mailto:hawaiistudentsuites@hihltd.com). Our corporate office is open Monday through Friday from 8:30am-4:30pm HST.

## PLEASE COMPLETE THE FOLLOWING:

### HOW DID YOU HEAR ABOUT US?

- |   |                                     |   |   |                                       |
|---|-------------------------------------|---|---|---------------------------------------|
| <input type="checkbox"/> From a friend    | <input type="checkbox"/> Craigslist | <input type="checkbox"/> Zumper         | <input type="checkbox"/> ApartmentGuide | <input type="checkbox"/> Facebook     |
| <input type="checkbox"/> From your school | <input type="checkbox"/> Zillow     | <input type="checkbox"/> HotPads        | <input type="checkbox"/> Abodo          | <input type="checkbox"/> Instagram    |
| <input type="checkbox"/> Magazine         | <input type="checkbox"/> Trulia     | <input type="checkbox"/> Apartments.com | <input type="checkbox"/> StudentRent    | <input type="checkbox"/> Other: _____ |

### APPLICANT INFORMATION (information should match school records)

\_\_\_\_\_  
Last Name/Family Name

\_\_\_\_\_  
First Name/Given Name

\_\_\_\_\_  
Full Middle Name

\_\_\_\_\_  
Permanent Address (no PO boxes)

\_\_\_\_\_  
Country (if not US)

\_\_\_\_\_  
City

\_\_\_\_\_  
State/Province

\_\_\_\_\_  
Zip/Postal Code

\_\_\_\_\_  
(Intl. only) Calling CodePhone #

\_\_\_\_\_  
Personal Email

\_\_\_\_\_  
School Email

Gender Assigned at Birth ☐ Female ☐ Male Date of Birth (MM/DD/YYYY) \_\_\_\_\_

Are you comfortable in an inclusive gender apartment? ☐ Yes ☐ No US Social Security # \_\_\_\_\_

\_\_\_\_\_  
(Intl. only) Passport #

\_\_\_\_\_  
Country

\_\_\_\_\_  
Expiration Date (MM/DD/YYYY)

\_\_\_\_\_  
(Optional) Roommate requested:

### CURRENT EDUCATIONAL STATUS

- ☐ Undergraduate student ☐ Graduate student ☐ Faculty/Staff ☐ Intern  
☐ Other (medical rotations, English language school, trade school, etc.): \_\_\_\_\_

### CURRENT SCHOOLS (fill in all that apply)

\_\_\_\_\_  
Name of College/University/Organization

\_\_\_\_\_  
City

\_\_\_\_\_  
State/Province

\_\_\_\_\_  
Country

\_\_\_\_\_  
Name of College/University/Organization

\_\_\_\_\_  
City

\_\_\_\_\_  
State/Province

\_\_\_\_\_  
Country

\_\_\_\_\_  
Name of College/University/Organization

\_\_\_\_\_  
City

\_\_\_\_\_  
State/Province

\_\_\_\_\_  
Country

## HOUSING SELECTION (fill in all that apply)

### 1. School Term and Room Type Selection

Choose one term and room type, then initial your choice.

School Term	Housing Term Dates	Bedroom Type	Room Cost	Installments	Initial
2025-2026 Academic School Year*	8/18/25–5/31/26	Single/Private	\$11,990	10 x \$1,199	_____
2025-2026 Full Year*	8/18/25–7/31/26	Single/Private	\$13,188	12 x \$1,099	_____
2025 Fall Semester Only	8/18/25–12/31/25	Single/Private	\$6,995	5 x \$1,399	_____
2026 Spring/Summer Semester	1/10/26–7/31/26	Single/Private	\$9,093	7 x \$1,299	_____
2025-2026 Academic School Year*	8/18/25–5/31/26	Shared/Double	\$8,990	10 x \$899	_____
2025-2026 Full Year*	8/18/25–7/31/26	Shared/Double	\$9,588	12 x \$799	_____
2025 Fall Semester Only	8/18/25–12/31/25	Shared/Double	\$4,995	5 x \$999	_____
2026 Spring/Summer Semester	1/10/26–7/31/26	Shared/Double	\$6,993	7 x \$999	_____

*\*Includes winter break\* Prices are per person, per bed space*

### 2. Housing Style Choose one and initial:

Apartment/Suite, Private/Single Occupancy Bedroom \_\_\_\_\_

Apartment/Suite, Shared/Double Occupancy Bedroom \_\_\_\_\_

### 3. Requested Roommate (Shared/Double Occupancy Only)

If you selected the Shared/Double Occupancy Bedroom option, list your preferred roommate (if any). Otherwise, HSS will assign a roommate.

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

### 4. Extra Nights

Do you require extra nights beyond the standard term dates?

Yes (Initial: \_\_\_\_\_) Number of extra nights: \_\_\_\_\_ Dates: From \_\_\_\_\_ to \_\_\_\_\_

No (Initial: \_\_\_\_\_)

*Note: Extra nights are billed at an additional per-night rate, subject to availability and management approval.*

**5. Reconfirm Your Selection:** Term: \_\_\_\_\_ Room Type: \_\_\_\_\_

## CRIMINAL HISTORY

Applicants from the United States are at a minimum screened for criminal convictions in the jurisdiction in which they currently reside. Any criminal convictions will be grounds for denial of their application. Any application fee collected will not be returned. Be advised that although we do our best to screen all US Resident Applicants, we do not guarantee or represent that Residents or occupants who reside in our community now or in the future, including the roommates that will occupy the Unit with any Resident, have not been convicted of a crime. There may be Residents or occupants that have applied to reside in our community prior to this requirement going into effect. We are not responsible and assume no duty for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community.

1. Have you received deferred adjudication for a Crime?

☐ Yes ☐ No

2. Have you been convicted of a Crime?

☐ Yes ☐ No

3. Have you been arrested for a Crime which has not been fully adjudicated (by dismissal, acquittal or conviction)?

☐ Yes ☐ No

4. If you have answered Yes to any question above, please describe: \_\_\_\_\_

## EMERGENCY CONTACT 1 (Parent/Guardian Recommended)

\_\_\_\_\_  
Last Name/Family Name

\_\_\_\_\_  
First Name/Given Name

\_\_\_\_\_  
(Intl. only) Calling Code

\_\_\_\_\_  
Cell Phone #

\_\_\_\_\_  
Work Phone #

\_\_\_\_\_  
Permanent Address (no PO boxes)

\_\_\_\_\_  
Country (if not US)

\_\_\_\_\_  
City

\_\_\_\_\_  
State/Province

\_\_\_\_\_  
Zip/Postal Code

\_\_\_\_\_  
Relationship to Applicant

\_\_\_\_\_  
Email

## EMERGENCY CONTACT 2 (Oahu Contact Recommended)

\_\_\_\_\_  
Last Name/Family Name

\_\_\_\_\_  
First Name/Given Name

\_\_\_\_\_  
(Intl. only) Calling Code

\_\_\_\_\_  
Cell Phone #

\_\_\_\_\_  
Work Phone #

\_\_\_\_\_  
Permanent Address (no PO boxes)

\_\_\_\_\_  
Country (if not US)

\_\_\_\_\_  
City

\_\_\_\_\_  
State/Province

\_\_\_\_\_  
Zip/Postal Code

\_\_\_\_\_  
Relationship to Applicant

\_\_\_\_\_  
Email

## FOR OFFICE USE ONLY:

### TERM

☐ Fall 2025: Aug 18, 2025–Dec 31, 2025

☐ Spring/Summer 2026: January 10, 2026–July 31, 2026

☐ na

☐ Academic Year 25/26: Aug 18, 2025–May 31, 2026

☐ na

☐ Extra Days: \_\_\_\_\_

☐ Full Year 25/26: Aug 18, 2025–July 31<sup>st</sup>, 2026

☐ na

☐ Customized Term: \_\_\_\_\_

### ROOM TYPE

☐ Single

☐ Double

## GUARANTY AGREEMENT

By signing this Housing Contract, you accept responsibility for the full Term. Your guarantor ("Guarantor") is an adult, typically a US resident, who (1) enters into the below guaranty agreement ("Guaranty"), which is a legal agreement with HSS to ensure your performance of obligations under the Housing Contract, and (2) agrees to pay your debt in the case of default. Your Guarantor must not be a financial institution. The Guaranty must be completed before HSS can accept the Application.

If you are younger than 23, you may not be your own Guarantor. Applicants 23 or older can choose to be their own guarantors if they meet HSS's credit history standards or pay installments in advance according to an individual payment plan. HSS reserves the right to require any applicant to provide a Guarantor based on the review of an investigative consumer report. Contact HSS for questions.

1. Are you receiving **any** financial help from a **person** (friend, relative, etc.) to pay for this Housing Contract? If so, you may not be your own Guarantor. It is recommended you have the person helping you pay be your Guarantor. ☐ Yes ☐ No
2. Are you choosing to be your own Guarantor? (Must be 23 or older) ☐ Yes ☐ No

### GUARANTOR MUST (1) PROVIDE A COPY OF A VALID GOVERNMENT-ISSUED PICTURE ID AND (2) CONSENT TO A CREDIT HISTORY CHECK.

In consideration of the Housing Contract entered into between Resident and HSS, each undersigned Guarantor hereby jointly, severally, irrevocably, and unconditionally guarantees the full performance of Resident's obligations under the Housing Contract. Such obligations include without limitation the timely payment of all housing costs, repair costs, fees, Community Policies fines, and all other charges described in the Housing Contract. Guarantor agrees that in the case of Resident's default, HSS may proceed against Guarantor to collect any outstanding charges without first (1) proceeding against Resident, (2) resorting to any security under the Housing Contract, or (3) notifying Guarantor of nonpayment, nonperformance, or nonobservance by Resident, or of any amendment to the Housing Contract. Guarantor hereby expressly waives receipt of any such notices (except legally non-waivable notices). If Resident defaults, Guarantor shall pay reasonable costs necessary to enforce this Guaranty, including collection fees and attorney's fees. If Resident otherwise breaches the Housing Contract, Guarantor agrees to (1) cure the breach as required in the Housing Contract, or (2) compensate HSS for losses resulting from the breach. Guarantor shall be obligated under the Housing Contract as if Guarantor had executed the Housing Contract as Resident, but this Guaranty shall not give Guarantor any right to use the Premises.

No Released Party shall be liable to any Resident Party for any damage, injury, or loss to any person or property. To that end, Guarantor, for itself and all other Resident Parties, hereby holds harmless, releases, and forever discharges the Released Parties from all claims, demands, and causes of action relating to any damage, injury, or loss to person or property however caused, except to the extent such damage, injury, or loss is directly caused by the gross negligence or willful misconduct of a Released Party. Guarantor acknowledges that HSS has not made any representations to Guarantor concerning (1) the safety or security of the Property or (2) the effectiveness of any security measures at the Property. Guarantor acknowledges that HSS does not guarantee the safety or security of any person at the Property.

Guarantor consents to HSS obtaining Guarantor's credit report and criminal history through a consumer credit reporting agency. Guarantor hereby releases the Released Parties from any liability in connection with the use of credit report information. In the case of Resident's default, Guarantor's information may be provided to collection agencies to protect HSS's rights. By execution of this Guaranty, Guarantor represents that although Resident may not have reached the age of 18 yet, the Guaranty is valid notwithstanding any attempt by Resident to invalidate the Housing Contract because of Resident's age. Neither disputes nor violation of the Housing Contract invalidates this Guaranty. Guarantor's obligations to HSS under this Guaranty shall in no way be terminated, affected, reserved, or diminished for the full Term of Resident's Housing Contract. This Guaranty shall injure to the benefit of HSS and shall be binding upon Guarantor and Guarantor's heirs, executors, representatives, successors, and assigns.

### GUARANTOR INFORMATION

Last Name/Family Name		First Name/Given Name		Full Middle Name
Permanent Address (no PO boxes)			Country (if not US)	
City	State/Province	Zip/Postal Code		
(Intl. only) Calling Code	Home Phone #	Cell Phone #		
Email	Date of Birth (MM/DD/YYYY)		US Social Security #	
(Intl. only) Passport #	Country	Expiration Date (MM/DD/YYYY)		
Guarantor Signature		Date		

## ACKNOWLEDGEMENT AND ACCEPTANCE

**I HAVE RECEIVED, READ, UNDERSTAND, AND AGREE** to the entirety of the Housing Contract, which includes the Application, Guaranty, Terms & Conditions, and Community Policies. I agree that this Housing Contract is a legal and binding agreement that has penalties if cancelled (see the "Contract Cancellation" section of the Terms & Conditions). I understand that violating the Community Policies constitutes a breach of the Housing Contract. HSS may unconditionally report details of any charges on my account to any existing Guarantor. I agree that electronically executed copies of this Housing Contract and any related documents shall be fully binding and effective for all purposes. Any omission of initials in the Application shall not invalidate the Housing Contract.

**I AGREE** to submit a \$50 as a non-refundable application fee. If and upon approval, I AGREE to submit via my portal invite or by check **\$500** as a conditionally refundable security deposit made payable to **Kalo Terrace Student Suites**. I further agree to submit a **\$150** as a non-refundable service fee. The total amount due before check in is **\$700 with the 1<sup>st</sup> Installment due prior to move in**. If my Application is approved, these immediately due deposits and fees will reserve a bed space within a room of the room type selected by Resident on the Application rate sheet.

**I AGREE** to pay the total Contract Cost, which is based on my preferences selected on the rate sheet. No portion of the bed space cost may be withheld for any reason, even an act of God. I understand that my requested dates must be confirmed by HSS before checking in. I understand and acknowledge that until my Housing Contract is accepted, HSS is entitled to refuse to contract housing to me. In the case of refusal because HSS has no available bed spaces, HSS will refund all prepaid amounts, excluding the **\$50** application fee. Otherwise, HSS will not refund any prepaid amounts, including deposits, fees, and bed space cost payments. All bed spaces are assigned on a first-come, first-served basis. As such, I accept the accommodation to which I may be assigned.

**I HEREBY AUTHORIZE** HSS to check an investigative consumer report to be prepared to determine my eligibility for occupancy. I acknowledge that this report may include information about me obtained from law enforcement agencies, state agencies, consumer credit reports, social security information, as well as public records information such as criminal history information and civil records as allowed by law. I acknowledge that this information was given voluntarily and that it may be used to verify my identity in acquiring public information and for other lawful purposes. I acknowledge that HSS in no manner guarantees or represents that any resident or guest at the Property has not been convicted of a crime or is not subject to deferred adjudication. Some residents may have begun residence at the Property before this consumer report requirement existed. HSS assumes no duty for obtaining a criminal history check on any person at the Property. HSS shall not be liable for any resident's misrepresentation, but that person could be in breach of his or her housing contract. HSS does not guarantee that all residents of the Property will be students. Having a criminal background does not necessarily preclude a person from HSS housing, but certain criminal convictions are grounds for denial. If HSS does not initially accept my Application for credit history reasons, HSS may contact me to discuss my options, such as adding a Guarantor, submitting an additional security deposit, or participating in an individualized payment plan.

**I UNDERSTAND AND ACKNOWLEDGE** that Hawaii Student Suites and all licensees employed by or associated with Hawaii Student Residences LLC dba Hawaii Student Suites and Savio Holdings Company LLC represent **KALO TERRACE STUDENT SUITES LLC**. By signing below, I confirm that oral or written disclosure of such representation was provided before the signing of this Housing Contract.

**I AGREE** that although HSS has onsite staff and although HSS will act in good faith to monitor and enforce the Community Policies and the provisions of residents' housing contracts, HSS cannot guarantee the actions of any person at the Property.

**I HAVE READ AND AGREE** to the provisions of the "Disclaimer & Waiver of Liability" section of the Terms & Conditions.

### SIGNATURES

**RESIDENT AGREEMENT.** I hereby represent that all the information I have provided in the Application is true and correct and was given voluntarily and knowingly. I acknowledge that making a false statement or misrepresentation in the Application or Guaranty may constitute grounds for (1) housing rejection, (2) breach and subsequent termination of the Housing Contract, (3) forfeiture of any deposits, fees, and housing costs paid, and (4) enforcement of any remedies described in the Housing Contract.

\_\_\_\_\_  
Print Applicant/Resident Name

\_\_\_\_\_  
Applicant/Resident Signature

\_\_\_\_\_  
Date

**PARENT/GUARDIAN AGREEMENT.** If Resident is under 18 years of age, a parent or guardian must provide his or her full name and signature in the space below. By signing below, Resident's parent or guardian certifies that he or she has received, read, and understands the entirety of the Housing Contract. He or she understands and agrees to the provisions of the Housing Contract and will direct Resident to fully abide by them.

\_\_\_\_\_  
Print Parent/Guardian Name

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

**(FOR OFFICE USE ONLY) HSS AGREEMENT.** By signing below, HSS agrees to provide a bed space within a room of the room type selected by Resident on the rate sheet for the Term indicated on the Housing Selection portion according to the Terms & Conditions.

\_\_\_\_\_  
Print HSS Representative Name

\_\_\_\_\_  
HSS Representative Signature

\_\_\_\_\_  
Date

**TO COMPLETE APPLICATION, PAY THE NON-REFUNDABLE \$50 APPLICATION FEE HERE → SCAN THE QR CODE →**

**By Initialing HERE you Acknowledge & Agree to the Following Pages, Terms & Conditions and HSS Community Policies**



## HSS COMMUNITY POLICIES

### Introduction

HSS provides more than a bed space—we provide communities. Residents should make a strong commitment to respect the rights, comfort, health, safety, and convenience of others at the Property. The cleanliness, beauty, and enjoyment of the Property will be enhanced if residents speak up whenever they see a thoughtless act, unsafe condition, or questionable person at the Property. Residents must promptly report Community Policies violations to onsite staff or HSS management.

Please take time reading these Community Policies. By entering into a housing contract with HSS, residents understand and agree to abide by the terms of the Community Policies and any future modifications of the Community Policies. Violations may result in fines, discipline, removal from housing, and reporting of any violations to relevant authorities. Residents removed from the student dedicated residences are still financially responsible for the entire value of their housing contracts.

Onsite staff hours vary by property, but all HSS properties have a resident advisor on duty 24/7. Residents with questions and concerns can call, text, or WhatsApp the resident advisor phone. Calls or messages sent between 11 PM and 8 AM should be limited to emergencies and reports of violations. At some properties, a letter slot is available to drop off messages and payments. If you desire assistance or have suggestions for improving the quality of life at HSS communities, please contact the HSS corporate office. The corporate office is open 9 AM–4 PM on weekdays. The office is closed on Saturday, Sunday, all major holidays, and some state holidays.

Residents and guests must follow directions given by HSS or onsite staff acting in their official capacity, including posted signs. Failure to comply may result in fines starting at **\$50** and up or other disciplinary action. Providing false or misleading information to HSS or onsite staff is prohibited.

### Security

**PERSONAL SECURITY.** Residents are responsible for their own safety and security. HSS cannot guarantee the actions of any person. Honolulu Police or HSS may provide courtesy patrols from time to time, but you should not assume their presence. Features such as deadbolt locks, access codes, and gating may be provided. The Property may have surveillance cameras, but they are not monitored. Their purpose is to record events for later viewing, not to stop events in progress. Do not rely on cameras. Proceed as if security measures don't exist since they may experience malfunction, tampering, and human error. HSS encourages residents to get to know their neighbors. Do not walk alone at night. Beware of dangerous situations.

**ACCESS & KEYS.** Keys, keycards, and fobs issued to residents are for their personal use. Upon check out, access rights end, and all keys, keycards, and fobs must be returned to HSS. You must immediately report to the on-duty resident advisor (1) lockouts, (2) lost or stolen keys, keycards, and fobs, and (3) if you believe someone distrustful has property access. If more than 3 lockouts occur during a contract period, the resident will be fined **\$50** or more per subsequent lockout. If you lose or fail to return a key, keycard, or fob, you must pay **\$35** as an administrative fee and compensate HSS for the cost of rekeying and replacing affected keys and locks.

The following are prohibited:

- Duplicating or letting others use keys, keycards, fobs, or access codes.
- Propping open doors or let any unauthorized or unknown person onto the Property. Possession of a key does not necessarily confirm a right of entry.



- Installing additional locks onto HSS property.
- Unauthorized entrance or attempting to break into any unit, even your own. Onsite staff can assist you 24/7. There is a **\$35** replacement fee for each broken, bent, or missing screen or lower.
- Climbing or jumping over fences or gates, or in any way tampering with doors, gates, or locks.

Residents must:

- Regularly check door locks, window latches, and other similar devices for defects.
- Promptly report issues with locks, latches, doors, windows, gates, burned out lights in Common Areas, blocked walkways, broken railings, etc. through an online maintenance/fix-it request at [www.hawaiistudentsuites.com](http://www.hawaiistudentsuites.com) or through your online portal.
- Lock their doors and windows before leaving their unit.

Residents should:

- Use deadbolt locks, if provided. Before answering the door, look through a window or peephole, if provided. Don't open the door if you have any doubts. Close the curtains, blinds, and window shades at night.
- Have your keys in hand when walking to a door. Do not hide a key under a doormat or flowerpot. These are obvious hiding places. Remove any personal information from keyrings.
- Tell your roommates/suitemates or neighbors where you are going and when you will return before leaving, especially if it's for an extended time. HSS cannot assume responsibility for watching units.
- Use lamp timers when leaving at night.

Access violations result in fines starting at **\$50** and up and responsibility for any resulting repair or replacement costs.

**CRIME & EMERGENCIES.** If a crime, emergency, hazard, or suspicious condition arises, residents must immediately call 911 and then HSS or onsite staff. Police reports with details such as a description of the offender(s), time of day, make and color of car, license plate number, etc. assist law enforcement efforts. Keep phone numbers for police, fire, and emergency medical services available. If the location of a resident is unknown for more than 24 hours, please notify the police and then HSS or onsite staff.

**THEFT.** Theft of personal property, including electronic data, unauthorized use of services, and the possession of stolen property, is prohibited. Tampering with laundry machines or vending machines constitutes theft.

## Safety

**FIRE SAFETY.** Fire violations are serious and may result in criminal penalties, removal from housing, and/or fines starting at **\$250 and up** per incident.

The following are prohibited:

- **Tampering with, disabling, or removing fire extinguishers, exit signs, smoke detectors, fire sprinklers, fire alarms, fire hoses, fire doors, or other fire safety equipment.** This includes hanging items from sprinklers. Damage to sprinklers may cause flooding.
- Causing a false fire alarm.
- Storage or use of explosives, fireworks, or flammable materials (illumination devices, oil, gas, kerosene, naphtha, benzene, etc.) of any kind.
- Open flames, candles, incense, hookahs, lava lamps, and halogen lamps. If the power goes out, use flashlights.
- Multi-outlet "octopus" plugs without self-contained circuit breakers. All cords must be UL recognized.
- Using hot plates, personal grills, skillets, or similar cooking devices in bedrooms. Cooking devices may only be used in community kitchen areas.
- Storage or use of BBQ grills on walkways or balconies. After using any community grills, residents must leave the equipment, grill, and area clean.
- Obstructing walkways, exits, or access areas.

Residents must:

- Regularly check the unit's smoke detector for proper functioning and immediately report any nonfunctional smoke detectors or other fire safety equipment. Report when smoke detectors intermittently beep so that HSS may repair them.
- Immediately evacuate the building in the event of a fire or if the fire alarm rings. Residents must ensure that guests evacuate. Once outside and safe, call 911. However, residents and guests may stay inside when HSS is conducting a scheduled test of the fire alarm system that HSS has announced in writing.
- Immediately disconnect personal devices such as hair dryers and cooking devices after use.

**WEAPONS, FIREWORKS, AND FIREARMS.** The sale, purchase, manufacture, use, and possession of the following are prohibited:

- Weapons, firearms, ammunition, explosives (including fireworks), incendiary devices, hazardous or flammable materials, and tasers of any kind.
- Knives or cutting instruments that are not intended for cooking, toy weapons and replica weapons such as airsoft guns, paintball guns, BB guns, pellet guns, water guns, slingshots, etc.
- Bows and arrows, swords, axes, spears, machetes, crossbows, crossbow bolts, nunchucks, kendo sticks, throwing stars, laser pointers, any martial arts weapons, and any objects used in a dangerous fashion.

Violations result in fines starting at **\$250**, confiscation of any prohibited items, and/or immediate removal from the housing.

**MAINTENANCE & SAFETY RISKS.** Residents must immediately report safety-related issues (flowing water; elevator or equipment malfunctions; suspicious smells, including the smell of chemicals, illegal drugs, or gas; or non-operational/beeping smoke detectors, etc.) to onsite staff or HSS. All other maintenance needs must be promptly reported by completing a maintenance/fix-it request at [www.hawaiistudentsuites.com](http://www.hawaiistudentsuites.com) or through your online portal. Maintenance is prioritized by degree of urgency. As such, residents should wait 3 calendar days after submitting an online maintenance request before following up with HSS. After 3 days, residents may reach out via email at [hawaiistudentsuites@hihltd.com](mailto:hawaiistudentsuites@hihltd.com) or by phone at (808) 952-5377.

**DANGEROUS OR DISRUPTIVE BEHAVIOR.** Residents shall not disrespect another's occupancy, rights, or property, for example:

- Causing excessive noise, hosting an excessive number of guests, loitering, horseplay, screaming, and other boisterous conduct.
- Throwing items from or hanging objects on windows, window ledges, lanais, terraces, walkways, or parking structures.
- Using windows as an entrance or exit, or removing screens or windows.
- Using hallways, balconies, lanais, or terraces for storage.
- Displaying videos, images, media, or sounds that disturb others.
- Photographing or filming people without their permission.
- Flying an unmanned aircraft or drone at or about the Property.
- Each of the above violations incurs fines starting at **\$50**.
- **Jumping from any upper floor or stairwell.** Violation of this policy will result in fines starting at **\$1,000**.

**DAMAGE TO PROPERTY/VANDALISM.** Residents must immediately report any property damage they witness, contribute to, or cause. Causing or contributing to substantial property damage may result in fines starting at **\$50**, responsibility for repair costs and any added administrative costs, as well as removal from housing. Residents are responsible for damage caused by their guests.

**HARASSMENT, VIOLENCE, AND ABUSE.** Residents and guests must treat all neighbors, guests, staff, and other officials with courtesy and respect. Harassment, violence, and abuse cannot be tolerated in HSS housing. Incidents can be physical or psychological and include verbal and online actions. Residents who experience or witness any harassing conduct are strongly encouraged to report it to HSS. HSS will not tolerate retaliation against any person who reports harassing conduct.

The following are prohibited:

- Physical, verbal, written, or other harassment, abuse, exploitation, assault, or intimidation including fighting, pushing, striking, aggression, swearing, name-calling, threats, bullying, stereotyping, stalking, retaliation, vandalism, theft, or any other demeaning or violent actions.
- Harassment or discrimination based on race, sex, gender expression or identity, sexual orientation, age, religion, ethnicity, ancestry, disability, familial status, or veteran status.
- Sexual harassment, which is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical contact of a sexual nature that creates an intimidating, hostile, or offensive environment.

- Displaying images or playing sounds that create an atmosphere of harassment for others.

We are committed to supporting both the academic freedom and dignity of all residents of HSS communities. There may be situations in which what one person understands to be free expression, another person takes to be harassment. There may be times when it is necessary for civility and mutual respect to be superseded by the need to guarantee free expression. However, harassment based on sex is a violation of Section 703 of Title VII of the Civil Rights Act of 1964 and of Title IX of the Education Amendments of 1972. Violation of these policies will result in fines starting at **\$250** and/or immediate removal from HSS housing.

## Restrictions

**ALCOHOL.** Hawaii's legal drinking age is 21. Residents are expected to know and comply with state laws regarding alcohol consumption. HSS may remove drinking privileges for violating policies.

**Residents and guests under the age of 21 may not possess, be in the presence of, consume, or be under the influence of alcohol. Guests over 21 may not possess or consume alcohol in the presence of anyone under 21. Alcohol can only be consumed in units where (1) no persons under 21 are present, and (2) no persons under 21 are registered residents of the unit, even if they are not present when the alcohol is consumed.**<sup>1</sup>

The following are prohibited:

- Drinking or possession of alcohol at an alcohol-free property.
- Drinking alcohol or possessing open alcohol containers in any Common Areas, including parking lots and hallways. Having an open alcohol container is interpreted as drinking.
- Drinking games or other activities that promote excessive alcohol consumption.
- Common source containers such as kegs, party balls, jungle juice containers, and beer bongs.
- Distributing alcohol to anyone under 21. Adults can be prosecuted for giving alcohol to minors and for those minors' actions.
- Selling alcohol, accepting donations in exchange for alcohol, or advertising parties where alcohol will be consumed.
- Disruptive or destructive behavior because of intoxication. If alcohol poisoning is suspected, emergency medical services may be called, and the intoxicated person will be responsible for all associated costs.

Onsite staff may request a photo ID showing a birthdate to verify residents' and guests' ages. Guests in the presence of alcohol that refuse or are unable to provide ID must leave immediately, and their hosting resident/s will be subject to disciplinary action. Residents who refuse or are unable to provide ID will be subject to a fine starting at **\$50**. The sight, sound, or smell of alcohol or alcohol containers will be interpreted as drinking. Residents or guests violating these policies, even if they are over 21, must dispose of all alcohol immediately in the presence of HSS staff. Drinking violations incur fines starting at **\$50** per incident. People who violate state law may be subject to fines and/or removal from student housing, and violations may be reported to proper authorities.

**SMOKING.** Hawaii's legal smoking age is 21. Use of any form of tobacco, tobacco products, e-cigarettes, vape pens, pipes, or other smoking devices, except when at or above the legal smoking age and in designated smoking areas, is prohibited. Hookahs and bongs are not permitted. Not all properties allow smoking. Residents and guests must extinguish cigarettes before disposing them in proper containers. Distributing tobacco or tobacco products to anyone under 21 is illegal and subject to disciplinary action.

Smoking violations incur fines starting at **\$50** per incident. Fines for smoking inside start at **\$250** per incident. Residents who smoke inside may be responsible for specialized room cleaning fees, which start at **\$300**, along with any cost to repaint any affected rooms.

**DRUGS & ILLEGAL SUBSTANCES.** **Residents and guests may not have, use, consume, sell, distribute, manufacture, be in the presence of, be under the influence of illegal drugs, illicitly acquired controlled substances, prop drugs, or drug paraphernalia, such as bongs, hookahs, pipes, and rolling papers.** Exceptions are made **only** for residents with valid prescriptions for personal use of a controlled substance. If the prescribed item must be smoked, it must be done off property. Disruptive or destructive behavior because of intoxication is prohibited. If onsite staff can see, smell, or otherwise infer the presence of illegal drugs, they will assume a violation

has occurred. Drug violations incur fines of **\$250** or more per incident and/or immediate removal from housing. HPD and HSS may confiscate illegal substances found in a resident's or guest's possession, unit, or vehicle for evidence.

**SOLICITATION & COMMERCIAL ACTIVITY.** Solicitation, canvassing, gambling, and commercial activity of any kind are strictly prohibited.

**ANIMALS.** Residents may keep fish in tanks that are one gallon or less in volume. Besides that, pets are prohibited at the Property, except for service, assistance, and comfort animals (as defined under the Fair Housing Act or the state Real Estate Transaction Discrimination law) that have been registered with HSS. HSS recognizes the importance of assistance animals and is committed to allowing assistance animals necessary to provide individuals with disabilities an equal opportunity to use and enjoy housing. Animal registration involves (1) reviewing and signing an HSS Assistance Animal Policy and Agreement and (2) providing a statement from a health care provider verifying a disability-related need for the animal. No unregistered animals may be kept at the Property. Reasonable restrictions may be imposed on the use of an animal, as provided by law. When animals are outside of an individual's bedroom, it must be in an animal carrier or controlled by a leash or harness. Animals are not allowed in any rooms other than the bedroom to which the animal's owner is assigned. An animal may not be left overnight at the Property without the presence of its owner. Feeding stray animals is prohibited. Violations of animal policies will result in fines starting at **\$50** and immediate removal of the animal from the Property. HSS may give unauthorized animals to a local organization with prior written notice. HSS has no lien on animals. Residents are responsible for their guests' animals. Any costs HSS incurs from the animal's presence or removal (care, kenneling, cleaning, damage, etc.) are charged to the resident responsible for the animal. HSS housing complies with Title II of the Americans with Disabilities Act, the Rehabilitation Act, and the Fair Housing Act. HSS can answer any questions about assistance animals. HSS will not deny equal opportunity to housing accommodations to any resident because he or she uses an assistance animal.

## Privileges

**COMMON AREAS.** Common Areas such as hallways, stairways, and lobbies are for use by all residents and guests. Other Common Areas vary by property, but they may include elevators, laundry facilities, parking areas, lounges, outdoor areas, swimming pool decks, and the like. Sleeping is prohibited in Common Areas. Residents and guests may not access any basements, maintenance rooms, or roofs. Residents are expected to be considerate, so use of Common Areas is a revocable privilege. Violation of the Common Areas policy results in fines starting at **\$250** per incident. Added rules may be posted in Common Areas by HSS.

**Laundry Facilities** During posted hours, laundry facilities may be open to the general public. Otherwise, only residents (not guests) may use laundry facilities. Smoking is prohibited in laundry facilities. Clothing must be removed from machines immediately after use. Machine malfunctions must be promptly reported to onsite staff. HSS is not responsible for any loss or damage to clothing from malfunction, theft, vandalism, or any other cause.

**Walkways & Stairways** Under the Fire Code of Honolulu, breezeways, hallways, and stairways must not be obstructed or used for any purpose besides entering and exiting. No footwear, furniture, bikes, boards, boxes, tires, clothing, recyclables, trash, or any other items may be left in walkways or stairwells. Personal items left in walkways will be removed at the resident's expense. Rugs may not be beaten in walkways.

**Parking Areas** Parking is limited and based on availability. All vehicles must be registered with onsite staff, which may involve completing a Parking Addendum. Parking costs **\$100** per month for cars and **\$35** per month for mopeds/motorcycles/scooters. Payments are due before you may park at the Property. If parking for less than one month, ask onsite staff for the Property's daily parking fee. Residents may only park 1 vehicle at the Property. Vehicles must be properly registered and licensed by the State of Hawaii under the name of a resident or a resident's parent/guardian. Vehicles must display current registration stickers.

Some properties have guest parking stalls where guests (not residents) can park for a maximum of 4 hours. This property has No Guest parking.

The following are prohibited:

- Opening parking gates for any other person, even if the person is an HSS resident. HSS residents should contact the on-duty RA for gate access.
- Improperly parked vehicles, including vehicles blocking an entrance or exit, vehicles taking up more than one parking space, vehicles that are not centered in the parking space, vehicles in a loading zone for longer than 15 minutes, vehicles in a handicap space without the legally required insignia, vehicles without a visible parking permit, and vehicles on grass or walkways.
- Parking two vehicles in one spot, unless both vehicles can fit completely within the lines of the spot.
- Inoperable vehicles (flat tires, missing wheels, etc.) and vehicles with expired tags.

- Any vehicle washing, repairs, or maintenance (body and fender work, painting, sanding, car washing, etc.) except for emergency repairs such as jump starting a battery or changing a flat tire. Residents must clean up their grease and oil buildup.
- Storage of anything in a parking area other than a vehicle registered with HSS, even temporarily.
- Racing engines and excessive use of horns or stereos.

Parking policy violations result in fines starting at **\$50** or vehicles being towed at the expense of the driver and/or owner without notice.

Residents are responsible for keeping their vehicles and possessions secure. HSS is not liable for lost, stolen, or damaged items, including vehicles. It is recommended that residents:

- Lock car doors and roll up car windows when parking.
- Do not leave keys or valuables in vehicles.
- Park near a streetlight when parking on the street.
- Check the backseat before entering the car.
- Do not stop at gas stations or ATMs at night.

**Swimming Pool Access** Kalo Residents may swim at the pool of Kalo Terrace (1054 Kalo Pl), which is a gated property. The pool is open 8 AM–10 PM daily, but posted signs may detail special circumstances. Waikiki Vista residents are not allowed to access the pool.

The following are prohibited in the pool area:

- Alcohol, glass containers, and smoking/vaping of any kind.
- “Skinny dipping” and other indecent exposure, running, roughhousing, pushing, diving, excessive noise (including loud music), excessive guests (3 or more), and other actions that disturb others’ use of the pool area.
- Children under 18, unless accompanied by a parent/guardian.
- Boogie boards, surfboards, rafts, and other large flotation devices. Coast Guard-approved flotation apparel is acceptable.
- Swimming while being afflicted with infectious disease or wearing bandages.
- Spitting, spouting water, or blowing one’s nose in the swimming pool.

Metal objects should not be worn in the pool. Long hair should be covered with a bathing cap.

Pool policy violations may result in fines starting at **\$50** and having pool privileges revoked. HSS accepts no responsibility for losses, injuries, or damages sustained by users of swimming pool areas. Pool use is at the user’s risk. There is no lifeguard on duty at any HSS pool.

**GUESTS.** A guest is any other person, even another HSS resident, that has been allowed into a unit or onto the Property. Guests must comply with all Community Policies, HSS procedures, and official roommate agreements. Guests must not disturb others. Residents are responsible for their guests’ actions and any resulting property damage. Residents must always accompany their guests, even when entering or exiting. HSS may deny access to, immediately remove, or permanently trespass a guest whose behavior is deemed inappropriate. No keys/keycards/fobs will be issued to guests. HSS may limit guest privileges of residents in certain situations. Guests under 18 years of age must be accompanied by an adult resident at all times.

**Day guests (8 AM–11:59 PM)** Any resident may have no more than two day guests at a time. Day guests must sign in with onsite staff, which includes providing onsite staff with a photo ID, which will be held during the visit. When exiting, guests must sign out. At 12AM, onsite staff may contact guests at the Property and ask them to either register as overnight guests or exit.

**Overnight guests (12AM–7:59AM)** Any guest at the Property after 12AM is considered an overnight guest. Overnight guests must be registered online at [www.hawaiistudentsuites.com](http://www.hawaiistudentsuites.com). Failure to register overnight guests results in fines of **\$100** per night per guest. Residents may only have one overnight guest at a time and only with the permission of all roommates/suitemates. If a roommate/suitemate objects to any guest, overnight or daytime, the guest must leave the unit immediately, but can spend time with the hosting resident in Common Areas.

An overnight guest may stay for 2 consecutive nights for free. Any extra nights are **\$50** per night per guest. However, guest charges may vary by property. A guest may not stay longer than 4 nights in a row in the **building** without HSS’s approval, **regardless of which resident registers the guest**. Residents may not have overnight guests more than 12 nights in any 4-month period, and no guest may stay at the Property more than 12 nights in any 4-month period, **regardless of which resident registers the guest**. Overnight guests in quad rooms are discouraged due to possible crowding. Subletting is prohibited.

Cohabitation is prohibited. Cohabitation is using another's room or unit as a living or storage space, for example keeping clothing or personal belongings in a room, sleeping overnight regularly, and using the facilities as if they lived in the room or unit.

**ROOM RELOCATION.** Residents may move to another bed space with HSS's written approval. The relocation fee is \$200. Moving without HSS's written approval results in a \$50 fine and responsibility for the \$200 relocation fee. Residents who move bed spaces without approval may be required to vacate and return to their original bed space.

## Residential Living

**CARE FOR THE PREMISES.** All roommates/suitemates share responsibility for keeping their units clean, sanitary, and non-hazardous, even though some properties have regular housekeeping, which includes vacuuming the floor and a basic bathroom cleaning. Cleaning staff will not move or clean personal items. Any housekeeping services are a privilege, not a right, and may be discontinued. When a resident moves out, all roommates/suitemates must satisfactorily clean the unit. Unclean units may result in fines starting at \$100 split among all roommate/suitemates. Other health, sanitation, or cleanliness issues may result in fines and responsibility for reimbursing HSS for any costs it incurs addressing the issues.

**Trash** To promote proper sanitation, all garbage must be placed in proper receptacles. Full trash cans must be emptied in the Property's trash chute or dumpster. Do not place trash in hallways, stairwells, or other Common Areas. HSS does not provide door-to-door trash pickup. Leaving trash in undesignated areas results in fines starting at \$30 per resident of the unit per offense.

**Moisture** Resident must keep the Premises clean and well-ventilated; immediately throw away rotting food; keep the shower curtain inside the tub when showering; remove moisture from any surfaces as soon as possible; immediately notify HSS in writing of any signs of leaks, overflows, mold, or mildew, and of any ventilation, air conditioning, or plumbing problems. HSS will act in line with law and each resident's housing contract to remedy reported problems. Residents are liable for any injuries and damages that result from negligent performance of these duties.

**Bed Bugs** Units are inspected at the beginning of each academic year by an exterminator for the existence of bed bugs. An exterminator will treat any units with bed bugs. Residents must notify HSS within 48 hours of moving in if he or she believes bed bugs are present. After 48 hours of moving in, the existence of any bed bugs will be attributed to the resident, and HSS will treat the affected area at the expense of the resident.

**NOISE.** Residents and guests must act in a way that is conducive to studying, sleeping, quiet, privacy, and mutual respect. Quiet hours are enforced from 10PM–8AM every day. High volume sounds are prohibited, regardless of the source. If noise can be heard from outside or from another unit, it is too loud. Noise violations incur fines starting at \$50 per violation.

**ALTERATIONS & DECORATIONS.** The following are prohibited:

- Installing AC units or laundry machines. Residents may request an add-on AC unit. Costs of installation and added energy consumption are charged to the resident.
- Using nails, stickers, tape, or anything that will damage surfaces. Reasonably using thumbtacks is allowed.
- Putting anything on or around windows, ledges, or the exterior of buildings or grounds. This includes using aluminum foil as insulation or decoration, satellite dishes/antenna, window guards, planters, towels, clothing, posters, advertisements, nameplates, lights, signs, and other items.
- Wallpapering walls, painting surfaces, and using door decorations that stick out more than 5 inches into the exterior walkway. Decorations must be temporary.

Violations result in fines of \$50 or more.

**FURNITURE.** Residents may not stack furniture or remove HSS's furnishings, fixtures, or appliances from their original locations. Furniture may not be altered or dismantled. Furniture may not be left on walkways, in parking structures, or outside. Waterbeds and lofts are prohibited. Violations result in fines of \$250 or more per incident plus any repair or replacement costs.

**BICYCLES, SKATEBOARDS, AND COASTING DEVICES.** Bicycles may be ridden on streets only. Skateboards, rollerblades, and the like may not be ridden anywhere at the Property. Bicycles, skateboards, rollerblades, and the like may not be stored anywhere except in bike racks, cages, or bedrooms.

**SIGNS & POSTERS.** The residential life manager must approve all signs and posters before they are posted. If approved, they can only be posted in designated areas. Residents and guests must follow all signs posted by HSS.

**MAIL.** The Property has an outgoing mail slot that is regularly checked by USPS. Nothing may be attached to the outside of any mailboxes. HSS is not responsible for mail left in undesignated places.

## Miscellaneous

**HSS RIGHTS.** HSS is a private company. A landlord/tenant relationship does not exist between HSS and its residents. HSS provides bed spaces for post secondary students and staff. As such, HSS has the right to:

- Reassign residents to perform necessary repairs or renovations.
- Revoke the right of occupancy, guest privileges, or facility usage privileges of any residents whose conduct is detrimental to the health, welfare, or safety of another person.
- Enter rooms or units (1) for cleaning, maintenance, repairs, alterations, health and safety inspections, or wellness checks; (2) to ensure or enforce compliance with individual housing contracts, Community Policies, and applicable law; (3) to respond to any perceived safety issues or to ensure evacuation during emergencies; (4) to verify occupancy or inventory; (5) to show a bed space or unit to a law enforcement official; or (6) if HSS management feels that someone is in need of assistance. Prior notice may be given to the extent it is practical, but entry by HSS does not require any resident's presence or approval. If HSS observes any housing contract or Community Policies violations during entry, residents may be subject to remedies, including fines. Residents may also be required to remedy health or safety risks at his or her expense.

**SHARED RESPONSIBILITY/IMPLIED CONSENT.** All residents in a unit are responsible for Community Policies violations taking place in the unit. Residents in the presence of policy violations may be held responsible, even if not actively participating in the violation.

**RESIDENT CONFLICT.** You are expected to resolve all roommate matters independently through direct, respectful communication and collaborative problem-solving. Please note that staff will not provide guidance or assistance for these issues, as we trust in your ability to address them effectively.

**PATTERN OF MISBEHAVIOR.** Residents repeatedly found violating policies; expressing manifest immaturity, recalcitrance, or irresponsible conduct; or demonstrating an inability to adjust to multi-resident living may be removed from housing. A pattern of misbehavior is created after three incidents, even if individual offenses are minor. Reports can come from staff or other residents.

**SELF-CARE.** Residents must demonstrate self-care. Follow-up will occur with residents who compromise the safety, health, or well-being of themselves or others. Residents should seek the help of psychological professionals if they feel it would be beneficial.

**CYBER SECURITY.** Residents must use any property networks responsibly and ethically. Residents are responsible for keeping their electronic data safe. HSS is not responsible for unauthorized computer or network uses.

On any Property networks or while physically at the Property, the following are prohibited:

- Illegal or unauthorized activities, including unauthorized attempts to access accounts or databases.
- Exploiting security vulnerabilities instead of reporting them to system administrators.
- Damaging or attempting to damage or disrupt data communications or equipment.
- Unauthorized alteration, deletion, or copying of software, hardware, or other data. Copyrighted software must only be used according to its license or purchase agreement.
- Misrepresentation of one's identity.
- Excessive use of bandwidth or other actions that interfere with others' use of shared networks.

Residents are as accountable for their digital actions as for their actions in other situations. For example, theft of electronic resources is still theft. Violations of cyber security policies result in fines of **\$100** or more, restriction from using property networks, and/or criminal prosecution. HSS is not responsible for interruptions of network service or any resulting losses or damages.

**LIABILITY.** The Community Policies do not impose any responsibility, duty, or liability on any Released Party.

**INTERPRETATION.** Words and phrases defined in the Terms & Conditions or Application have the same meaning in the Community Policies.

## **TERMS & CONDITIONS**

**We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, national origin, sex, disability, religion, or familial status (having children under age 18).**

**PROPERTY.** The property ("Property") is the land, building, and any other real property situated at  
**[Kalo] 1054 Kalo Pl, Honolulu, HI 96826.**

**PARTIES.** This housing agreement ("Housing Contract") is between Hawaii Student Residences LLC DBA Hawaii Student Suites ("HSS") and the undersigned applicant ("Resident"). HSS and Resident (collectively, the "Parties") assume the rights and responsibilities outlined herein and understand that when signed by both Parties, this is a legally binding contract.

**TERM.** The term of this Housing Contract ("Term") starts on the start date ("Start Date") and ends on the end date ("End Date"), both of which are indicated on the payment schedule ("Payment Schedule"). The Payment Schedule is based on Resident's selections on the Application rate sheet, which is sent to Resident after the Parties sign the Housing Contract and incorporated herein by reference. If Resident wants to add days onto the Term, he or she should reach out to HSS. No onsite staff may approve term extensions.

**SUMMARY OF AGREEMENT.** For the Term, HSS shall provide to Resident, only for use as a personal residence, the premises ("Premises"), which are defined as the following:

- (1) the private use of one bed and other basic furnishings ("Bed Space") within a room of the room type indicated on the Payment Schedule. In single occupancy rooms, Resident may use all furnishings in the room.
- (2) the shared use of the limited common area ("Limited Common Area"), which is the area within Resident's unit (the "Unit") that Resident may access without going into another bed space. This includes bathrooms, living areas, common furniture, cooking or dining areas, appliances, fixtures, and storage areas in the Unit.

The Property also has common areas ("Common Areas"), which are any areas that are outside of a unit, such as walkways, stairways, lobbies, outdoor areas, laundry facilities, and parking areas. Other Common Areas vary by property, but they may include lounges, elevators, or swimming pool areas. Resident agrees to pay HSS the contract cost ("Contract Cost"), which includes the bed space cost, deposits, and fees indicated on the Payment Schedule, as well as any other charges that become Resident's responsibility according to this Housing Contract. For the Term, Resident agrees to abide by the provisions of this Housing Contract, which includes the Application, Guaranty, Terms & Conditions, Community Policies, and applicable law.

**NONDISCRIMINATION.** HSS strives to provide a comfortable housing environment for all residents. Discrimination against any person or group based on race, color, sex, gender identity or expression, sexual orientation, national origin, age, religion, familial status, disability, or veteran status is not permitted in connection with this Housing Contract (see Appendix A for the full Nondiscrimination Policy).

**ELIGIBILITY.** Eligibility requirements vary by property. However, HSS can accommodate students and educators of any college, university, English language school, or other post-secondary school, including students participating in internships, medical rotations,



## HSS Housing Contract Terms & Conditions

special exchange programs, work study, J1 visa programs, trade school, and online school. Neither false claims of eligibility nor loss of eligibility releases Resident from any financial responsibility under this Housing Contract.

**FAMILIAL ELIGIBILITY.** Resident's family or household member as defined in Hawaii Revised Statutes [§ 515-2](#) or [§ 586-1](#) ("Family Occupant") may be eligible for housing at HSS. Family Occupant bed spaces and Resident's Bed Space must be in the same room. Resident must enter into a separate housing contract and pay a separate contract cost for each Family Occupant that is a minor. If the Family Occupant is a legal adult, the Family Occupant must enter into a separate housing contract and pay a separate contract cost from Resident. Like traditional on-campus housing, HSS contracts by person, not by unit. No Family Occupant may live at the Property after Resident checks out. This paragraph does not apply to family or household members who each meet HSS's eligibility requirements independently.

**SECURITY DEPOSIT.** To confirm contract acceptance and reserve the Bed Space, Resident must pay **\$400** as a conditionally refundable security deposit prior to check in. The security deposit is not a bed space cost payment. Resident cannot choose to use the security deposit toward payment of any outstanding charges. HSS may deduct assessments from the security deposit for (1) outstanding charges, including bed space cost payments, fines, and cancellation fees; (2) damage or cleanliness issues in any part of the Premises, except for reasonable wear and tear; (3) the cost of replacing HSS property that is missing from the Premises, including the cost of rekeying or replacing missing or compromised keys, keycards, fobs, or locks; (4) removing unauthorized alterations to the Premises; (5) the cost of pest control measures (including furniture replacement if necessary) where HSS has determined that Resident or Resident's guest allowed pests onto the Premises; or (6) any other lawful purpose. Resident shall pay any assessments exceeding the amount of the security deposit immediately upon written notice. HSS will return any unused portion of the security deposit (**maximum \$400**) to Resident and provide a list of deductions (if applicable) within **45 days** after (1) Resident has paid HSS the entire Contract Cost, (2) Resident has vacated the Premises and the Term has expired, (3) Resident has provided HSS with a valid forwarding address, and (4) HSS has completed a final assessment of the Premises, which will happen after Resident checks out. As such, Resident should wait at least **45 days** after the above steps have been completed to contact HSS about the status of a security deposit refund. No partial refund will be made at any time during the Term. Refund methods vary by property. Resident agrees that if the above steps are not completed within **18 months** after the check out date, the security deposit will be forfeited.

**BED SPACE COST.** The Payment Schedule indicates the bed space cost and installment amounts. Installment plans are subject to credit approval. If not paying the full bed space cost in advance, at minimum Resident must pay the first installment at least **five business days** before checking in. All remaining installments are due on or before the **first** day of each month without demand, according to the Payment Schedule. Resident has no right to withhold bed space cost payments for any purpose, even an act of God. Taxes, internet access, electricity, water, trash, and sewage are included in the bed space cost. HSS does not provide telephone service in rooms. If Resident checks in later than the Start Date or checks out earlier than the End Date, there will be no refund or abatement of the bed space cost.

**OTHER CHARGES.** Pre-check in reservation payments vary by property. The Application contains specific information on fees. Resident acknowledges that he or she may be assessed charges for violations of the Housing Contract, including the Application, Guaranty, Terms & Conditions, and Community Policies; health, safety, or cleanliness issues; unapproved alterations; lost or stolen property, including furniture, appliances, keys, keycards, or fobs; administrative/service charges; or property damage. These charges are due either **30 days** from their assessment or **48 hours** before Resident's check out date, whichever is earlier. Optional charges such as those for parking, relocation, and overnight guest visits are due immediately.

**PAYMENT METHODS & COLLECTION.** For Resident's convenience, HSS provides multiple payment methods, which vary by property. Resident may pay by credit card, debit card, personal check, cashier's check, money order, or wire transfer. All checks must reference Resident's name and Unit number. Any credit card service fees are the responsibility of Resident. Cash payments are accepted at select locations. If Resident has questions about payment methods, Resident should contact HSS for more information. If a payment is declined for any reason, Resident may be assessed a **\$50** fee and must immediately provide an appropriate form of payment. If any

charge is not paid by **5 days** after its due date, HSS may assess Resident a late fee of **8% of the monthly amount owed**. Sums not paid when due may accrue interest until paid at a rate of **8%** per year. Late fees and interest will not be applied in unlawful ways. If Resident pays HSS more than is contractually owed at a certain point, then he or she is entitled to the excess, and upon request, HSS will return the excess within a reasonable amount of time. However, Resident may also apply the excess to any outstanding charges.

## HSS Housing Contract Terms & Conditions

**CONTRACT CANCELLATION.** Cancellations are extremely rare. By signing this Housing Contract, Resident represents that he or she (1) has read and understands his or her financial obligations hereunder and (2) has budgeted appropriately to fulfill all such obligations. As such, Resident accepts responsibility for the full Term. This Housing Contract is not transferable. To cancel this Housing Contract, Resident must submit a written request to HSS that details Resident's reasoning, but a request does not guarantee approval. Subject to applicable law, conflict with any roommates/suitemates will not serve as grounds for cancellation.

**A. NOTICE AND FEE.** Again, cancellations are extremely rare, and all cancellations require HSS's written approval. If Resident's cancellation request is denied, Resident must still pay the full Contract Cost to HSS. However, if Resident's cancellation request is approved, HSS will provide a written notice containing a new check out date, a cancellation fee, and a list of all charges due. The new check out date on HSS's notice is the date that the cancellation becomes effective. On or before the new check out date, Resident agrees to both vacate the Premises and pay a cancellation fee according to the following schedule:

TIME OF REQUEST	CANCELLATION FEE
<b><u>60 or more days</u></b> before the Housing Contract Start Date	<b><u>\$400</u></b>
<b><u>16–59 days</u></b> before the Housing Contract Start Date	<b><u>\$400 + 50%</u></b> of the Contract Cost
<b><u>15 or fewer days</u></b> before the Housing Contract Start Date	The full Contract Cost
<b><u>On or after</u></b> the Housing Contract Start Date	The outstanding amount of the Contract Cost

The Parties agree that a cancellation fee does not constitute a penalty, but rather a reasonable estimate of HSS's liquidated damages due to cancellation because the exact amount of damages is uncertain and difficult to determine. The cancellation fee may be taken from Resident's security deposit. The only exception to the above fee schedule is if Resident has statutory rights (relating to military service or domestic violence, for example) to cancel this Housing Contract. In such a case, Resident must provide proper documentation (proof of deployment, TRO, order of protection, police report, etc.) to HSS. If cancellation is approved under these circumstances, Resident agrees to pay HSS any outstanding charges due on or before the new check out date.

**B. CANCELLATION REFERRAL PROGRAM.** HSS offers a program whereby Resident may reduce the cancellation fee to **\$200**. If Resident chooses to pursue this program, Resident must provide HSS with a referral occupant ("Referral") who (1) meets HSS's eligibility requirements, (2) is not a current resident of any HSS property, and (3) enters into a separate housing contract equal to or greater in dollar value than the unpaid amount of Resident's bed space cost at the time of cancellation. Referrals must be approved by HSS. Before Resident's cancellation fee is reduced, Referral must check into the Property. Resident may contact HSS for any questions about this program.

**C. ACCOUNT CLOSURE.** Resident's account will be closed only after Resident checks out, all financial obligations have been met, and the account has a zero balance. Failure to pay any outstanding charges constitutes default, and Resident agrees to compensate HSS for all costs incurred in collecting delinquent amounts.

**CHECK IN.** Resident's right of occupancy begins on the Start Date, and Resident shall check in on the Start Date. On the first day of the semester for standard term contracts, check in hours are from 8AM to 8PM. Otherwise, check in hours are from 3PM and 8PM. If

## HSS Housing Contract Terms & Conditions

Resident plans to arrive outside of that time frame, he or she must plan arrival with HSS. Upon arrival, Resident will be given a unit condition report ("UCR"). As is traditional in student housing, if Resident wishes to limit his or her liability for the Premises, Resident must (1) make note of any part of the Premises that is in need of repair (including signs of moisture) on the UCR, (2) sign the UCR, and (3) return it to onsite staff within 24 hours of check in. Failure to do so will result in HSS assuming the Premises are clean and move-in ready. Except for the issues submitted on the UCR, Resident accepts the Premises in their current "as-is" condition, and Resident accepts responsibility for the Premises. HSS makes no and disclaims any warranties, express or implied, about the Premises. A UCR is not a maintenance request. The "Maintenance & Repairs" section below has specific information about maintenance requests.

**CHECK OUT.** Resident's right of occupancy ends on the End Date at the latest, although it may be terminated earlier by HSS for reasons described herein. When Resident's right of occupancy ends, Resident must check out. At least **48 hours** before the check out date, Resident shall schedule a check out appointment with onsite staff, which includes a room inspection where a resident advisor assesses the Premises for damages, unauthorized alterations, nonfunctional fixtures or appliances, and overall cleanliness. *Check out hours are between 8AM and 8PM. Check outs outside of that time frame are by special approval only. If approved, it may incur a **\$30** service charge. If not approved, you may request a "no walk-through check out" with a **\$40** service charge.* On the check out date, Resident shall vacate the Unit and properly check out, which means that Resident shall:

- (1) surrender the Premises including the Bed Space and Limited Common Area to HSS in a clean and move-in ready condition.
- (2) remove all personal items and food from the Unit, including items in bathrooms, wardrobes, desks, refrigerators, and other furnishings. Without liability, HSS may dispose of, donate, or sell any personal items left behind.
- (3) empty the Unit's waste baskets in the Property's trash chute or dumpster.
- (4) return all keys, keycards, and fobs to onsite staff. Failure to do so will subject Resident to a **\$35** administrative fee and the cost to rekey and replace affected keys, keycards, fobs, and locks.

Failure to follow check out procedures (including missing a room inspection) may result in a **\$50** improper check out fee. Upon check out, the on-duty resident advisor will give a copy of the completed UCR to Resident. Resident should retain this UCR copy for his or her records. Like traditional on-campus housing, a second room inspection will be conducted after Resident checks out. Resident acknowledges that any charges to bring the Premises to the condition recorded on the UCR will be determined by HSS only after HSS's final inspection. Photographs may be taken to verify conditions in need of repair. Early termination of Resident's right of occupancy shall not affect Resident's check out obligations.

**FAILURE TO VACATE.** Failure to vacate when Resident's right of occupancy ends is a violation of this Housing Contract and subjects Resident to responsibility for a **\$50** administrative fee, all damages to HSS and anyone else caused by such failure, and twice the prorated daily bed space cost for each night Resident occupies the Premises after the right of occupancy ends. The provisions of this Housing Contract apply while Resident occupies the Premises, but a failure to vacate does not give Resident a right to remain on the Premises. In extreme situations, HSS may immediately remove any person who does not have a right of occupancy from the Premises with the assistance of law enforcement.

**ASSIGNMENT.** Specific unit, bed space, furnishing type or brand, and roommate/suitemate assignments are not guaranteed. HSS makes all assignments. HSS may move occupants into unassigned bed spaces in Resident's room or unit without notice, but the number of occupants in a room will not exceed the maximum for Resident's room type (Single = 1, Double = 2, Triple = 3, Quad = 4). Resident is entitled to use only his or her assigned Bed Space. Use of any unassigned bed spaces results in a fine of **\$250**. However, in single occupancy rooms, Resident may use all furnishings in the room. HSS may remove any unassigned furnishings without notice and may replace assigned furnishings with prior notice. Resident shall not remove or replace furnishings without HSS's written approval. Resident shall not contract any part of the Premises to another person (e.g. offering lodging through services like Airbnb). Allowing a person to occupy the Premises without HSS's approval constitutes a breach of the Housing Contract. Resident understands that while reassignments are rare, they may happen for renovations, repairs, or other administrative reasons. Reassignment may entail moving to another room, property managed by HSS, or reasonable alternative. HSS will provide Resident with written notice of any reassignments from the Unit. If Resident requests to relocate to another room or unit, he or she must get HSS's written approval and pay a **\$200** relocation fee. Switching units, rooms, or bed spaces without HSS's written approval results in a **\$50** fine and responsibility for the **\$200** relocation fee. Denial of reassignment requests shall not be considered grounds for contract termination, cancellation, or modification. Personal beliefs do not determine bed space assignments or reassignments.



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**ACCESS & KEYS.** All keys, keycards, and fobs issued to Resident by HSS are for Resident's exclusive use and are not transferable. Duplicating or lending out keys, keycards, and fobs is prohibited and may result in fines. Resident shall report lost or stolen keys, keycards, and fobs immediately. If Resident gets locked out, Resident shall not attempt to break in by any means, but rather agrees to contact the on-duty resident advisor to be let into the Unit. On the check out date, Resident's access to the Property shall be terminated, and all keys, keycards, and fobs must be returned to onsite staff. If Resident loses or fails to return a key, keycard, or fob, Resident shall pay a **\$35** administrative fee and compensate HSS for the cost of rekeying and replacing affected keys, keycards, fobs, and locks, which can exceed **\$500** in certain situations. Resident shall not prop open exterior doors or let any unauthorized person onto the Property.

**CARE FOR THE PREMISES.** Units must be kept clean, sanitary, and non-hazardous and all suite mates/roommates share responsibility for the conditions of their units. Resident shall immediately report any potential hazards (smoke detector problems; burned out lightbulbs; water leaks; electrical issues; suspicious smells, including smells of chemicals, illegal drugs, or gas; broken locks or latches; broken glass; carpet holes; etc.) to onsite staff. Tampering with, removing, or disabling fire safety equipment is a serious offense and may subject Resident to damages, fines, or civil penalties. See [Haw. Rev. Stat. § 132-13](#). Failure to report fire safety issues may subject Resident to fines. For example, if an onsite staff member sees that a smoke detector in the Limited Common Area has been removed, then all residents of the Unit will be liable because there is a reasonable expectation to notice and immediately report such a condition. To promote proper sanitation, all garbage must be placed in appropriate receptacles only. At least weekly, the Unit's trash must be emptied into the Property's designated trash chute or dumpster. Resident shall keep the Premises well-ventilated; immediately throw away rotting food; keep the shower curtain inside the tub when showering; and immediately notify HSS in writing of any signs of leaks, overflows, mold, or mildew, and of any ventilation, air conditioning, or plumbing problems. Resident shall be liable for any damage or loss that results from failing to report potential hazards, fire safety issues, signs of moisture, or any other conditions mentioned above.

**MAINTENANCE, REPAIRS, AND ALTERATIONS.** HSS shall perform or arrange for all maintenance, repairs, and alterations of the Property. No holes or stickers are allowed besides a reasonable number of thumbtack holes. No water furniture, laundry machines, or alarm systems are permitted in the Premises. Before Resident checks in, HSS will provide light bulbs for light fixtures in the Premises. After that, Resident is responsible for replacing bulbs at his or her expense. Resident shall immediately report any urgent maintenance needs (smoke detector problems; burned out lightbulbs; water leaks; electrical issues; suspicious smells, including smells of chemicals, illegal drugs, or gas; broken locks or latches; broken glass; carpet holes; etc.) to onsite staff. All other maintenance needs must be promptly reported by completing a maintenance/fix-it request at [www.hawaiistudentsuites.com](http://www.hawaiistudentsuites.com) or through your online portal. Upon notice, HSS will act with reasonable diligence in making repairs. Maintenance is performed during normal business hours and in order of urgency, not in order of request. As such, Resident should wait **three days** after submitting a maintenance request before following up with HSS. With or without notice, HSS may temporarily turn off equipment or interrupt utilities to avoid property damage or to perform work aided by such interruption. HSS shall not be liable for any inconvenience, discomfort, or disruption in relation to Resident's use of the Property because maintenance, repairs, or alterations are in progress.

**PROPERTY DAMAGE.** Resident shall compensate HSS for the cost of any damage or loss at the Property caused or permitted by Resident or Resident's guests. Any such costs are determined by HSS. Damage charges are due within **30 days** of written notice or **48 hours** before Resident's check out date, whichever is earlier. If not paid by the check out date, damage costs may be deducted from the security deposit. Damages to the Property caused by residents or guests are charged to the resident responsible. If the responsible party cannot be determined, the entire room, unit, or floor will split the charges. Resident accepts responsibility for any unreported damage, health risks, and safety issues in the Premises.

**CONTRACT TERMINATION FOR MATERIAL DAMAGE.** If HSS has reasonably determined that damage by fire, water, the elements, or other casualty makes the Premises unfit for occupancy, then HSS may relocate Resident to a reasonable housing alternative or terminate this Housing Contract by giving written notice to Resident within a reasonable time of the determination. If such a termination occurs, Resident shall be bound by the terms of this Housing Contract until the new check out date in HSS's notice. Unless Resident or Resident's guest contributed to or permitted the damage, HSS will refund any excess bed space costs paid.

**COMMUNITY POLICIES.** Resident shall comply with the Community Policies, which are incorporated into the Housing Contract by reference. Violating the Community Policies may subject Resident to fines or other remedies. Resident agrees to notify onsite staff immediately if he or she observes any serious Community Policies violations, as well as any thoughtless act, unsafe condition, or questionable person on the Property. All residents of a unit share responsibility for Community Policies violations taking place in their

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unit. HSS is entitled to revise or discontinue policies and procedures at any time. Resident agrees to comply with the most current version of the Community Policies. Resident agrees to abide by HSS staff directions and posted rules.

**GUESTS.** A guest is any other person, even another HSS resident, that has been invited into the Unit or onto the Property. Residents are responsible for ensuring that their guests comply with the Community Policies. Residents are responsible for their guests' actions and any resulting property damage. Residents must always accompany their guests. HSS may deny access to, immediately remove, or permanently trespass a guest whose behavior is deemed inappropriate. All guests must be registered according to the Community Policies and the Property's procedures.

**PARKING.** Parking is based on availability. Parking fees and policies vary by property. Vehicles parked at the Property must be registered in the name of the Resident or in the name of Resident's immediate family member. Inoperable vehicles and vehicles with expired tags are prohibited at the Property. Resident understands that illegally or improperly parked vehicles, including guest vehicles, may be towed at the expense of the driver, owner, or hosting resident without notice. Residents shall be responsible for keeping their vehicles and possessions secure. As such, HSS is not liable for lost, stolen, or damaged items, including vehicles.

**EXTENDED ABSENCES.** Resident agrees to notify HSS in writing in advance of any extended absences from the Premises (five or more consecutive days). Resident is responsible for preventable property damage to the Premises during extended absences, including but not limited to damage from water leaks or running water, power outages or electrical shorts, equipment malfunction, fire, smoke, gas, explosion, overflowing sewage, etc.

**RIGHT OF ENTRY.** The Parties agree that because the Property has unique needs as a student housing community, HSS may enter the Premises (1) for cleaning, maintenance, repairs, alterations, health and safety inspections, or wellness checks; (2) to ensure or enforce compliance with the Housing Contract, including the Application, Guaranty, Terms & Conditions, Community Policies, and applicable law; (3) to respond to any perceived safety issues or to ensure evacuation during emergencies; (4) to verify occupancy or inventory; (5) to show a bed space or unit to a law enforcement official; or (6) if HSS management feels that someone is in need of assistance. Prior notice may be given to the extent it is practical, but entry by HSS does not require Resident's presence or approval. By signing this Housing Contract, Resident understands that HSS may enter and inspect the Premises in the above circumstances. Resident acknowledges that if HSS observes any violations of the Housing Contract during entry, Resident may be subject to any remedies allowed hereunder. Resident may also be required to remedy health or safety risks at his or her expense.

**BREACH BY RESIDENT.** Resident has breached the Housing Contract if Resident fails to make a payment required by the Housing Contract; if Resident or Resident's Guarantor makes any false statement or misrepresentation to HSS; if Resident fails to check in on the Start Date or fails to check out when Resident's right of occupancy ends; if Resident abandons the Premises (that is, Resident appears to have moved out before the End Date, clothes and personal belongings have been substantially moved out, and Resident has not been in the Bed Space for five consecutive days); if Resident or Resident's guest violates any term of the Housing Contract, including the Application, Guaranty, Terms & Conditions, Community Policies, and applicable law; if Resident or Resident's guest contributes to or permits substantial damage to the Property; if the health or safety of others is endangered or threatened by the actions of Resident or Resident's guest; if any drug paraphernalia or illegal drugs are found in the Premises (whether or not HSS can establish possession); or if Resident fails to pay a fine, charge, or penalty within ten days after it is assessed according to this Housing Contract.

**REMEDIES.** If Resident breaches the Housing Contract, then HSS may immediately, in addition to any other legal or equitable remedies, and in any combination:

- (1) terminate the Housing Contract.
- (2) terminate Resident's right of occupancy while holding Resident financially responsible for the full Contract Cost. If HSS plans to terminate Resident's right of occupancy, HSS will provide Resident a written notice with a new check out date.
- (3) impose any fines or remedies established in the Housing Contract.
- (4) collect or sue to collect any portion of the Contract Cost from Resident or Resident's Guarantor.
- (5) report unmet financial obligations to credit reporting agencies.
- (6) if necessary, remove Resident from the Property with the assistance of law enforcement.



## HSS Housing Contract Terms & Conditions

Resident shall be responsible for all costs and fees to enforce any part of the Housing Contract, including reasonable collection and attorney's fees, whether or not legal action is instituted. Any remedy herein is agreed to be reasonable. None of the above remedies affects Resident's responsibility to pay HSS the full Contract Cost.

**LIEN.** Resident's non-exempt items at the Property are subject to a lien in HSS's favor to secure payment of all amounts due to HSS hereunder.

**LIABILITY OF HSS.** Before bringing any legal action against HSS, Resident must first give HSS written notice of the nature of the violation and allow HSS 30 days to remedy it. If HSS violates this Housing Contract, the combined damages of Resident and anyone else cannot exceed the paid amount of Resident's Contract Cost.

**UTILITIES & AMENITIES.** HSS provides utilities and amenities, but HSS makes no warranties and disclaims any warranties about their effectiveness. HSS shall not be liable for damages that arise from any interruption or lack of utilities or amenities. Resident agrees to comply with the acceptable use policy of the Property's internet provider.

**INSURANCE.** Resident alone is responsible for the security of his or her belongings. HSS does not provide financial protection for Resident's personal property. HSS recommends purchasing insurance from an insurance company licensed in Hawaii.

**DISCLAIMER & WAIVER OF LIABILITY.** Neither HSS, nor any owner of the Property, nor their respective employees, officers, directors, representatives, agents, or affiliates (collectively, "Released Parties") shall be liable for any damage, injury, or loss to any person or property, even if the damage, injury, or loss is caused by, in whole or in part, the ordinary negligence or fault of any Released Party, whether the negligence or fault was sole, concurrent, or joint. Resident on his or her own behalf and on behalf of his or her guests assumes any and all risks connected to the use of the Property and connected to participation in any HSS-sponsored events. Resident on behalf of himself or herself and his or her guests, Guarantors, heirs, executors, and other representatives of Resident or Resident's estate (collectively, "Resident Parties"), hereby holds harmless, releases, and forever discharges the Released Parties and their respective successors and assigns from all claims, demands, and causes of action relating to any damage, injury, or loss to person or property however caused, except to the extent such damage, injury, or loss is directly caused by the gross negligence or willful misconduct of a Released Party. HSS shall not be liable for damages that result from factors outside of HSS's direct control, including but not limited to power outages, power surges, interruption of utilities, natural causes, fire, smoke, rain, flood, wind, explosions, water leaks, theft, burglary, assault, vandalism, and labor disputes. HSS is not liable for any claims or causes of action whatsoever relating to, arising out of, or connected with disputes between residents, guests, or other persons at the Property. The Parties agree that Resident alone is responsible for his or her own safety and security. HSS has no duty to protect Resident or Resident's property. HSS properties typically provide lighting, gates, fences, locks, and video recording surveillance cameras in designated Common Areas, but HSS is not obligated to provide these security measures, and HSS may discontinue or alter any such measures without notice. Resident acknowledges that any cameras, access systems, and locks provided are mechanical devices that can fail due to malfunction, tampering, or human error, so they are not a guarantee of safety or security. Resident acknowledges that no Released Parties shall be liable for any disruption in the operation of cameras or access systems, nor shall they be liable for any loss Resident or Resident's guest suffers as a result of any problems with equipment. Resident acknowledges that no precaution is a guarantee of a reduced risk of crime, damage, injury, or loss. HSS makes no and disclaims any express or implied warranties of security or safety. If Resident feels threatened, Resident is advised to inform any appropriate government authority of the issue (as Resident deems necessary to avoid harm) and then contact onsite staff, such as the on-duty resident advisor, the residential life manager, or the property manager.

**GOVERNING LAW.** The Parties agree that this Housing Contract shall be construed, governed, and interpreted under the laws of the State of Hawaii. The Parties agree that by law, both the Housing Contract and Resident's use of the Premises are exempt from the terms and conditions of the Hawaii Residential Landlord-Tenant Code. This exemption applies because the Property is directly controlled and managed by HSS, which is a private dorm management company that offers at least fifty beds to students of colleges, universities, and other institutions of higher education in Hawaii. See [Haw. Rev. Stat. § 521-7\(2\)\(B\)](#).

**RESIDENT INFORMATION.** If information on Resident or Resident's occupancy is requested or subpoenaed for law enforcement, government, or legal purposes, HSS may provide it without notice or consent. HSS's use of resident information complies with federal privacy laws.

## HSS Housing Contract Terms & Conditions

**PHOTOGRAPHS.** Part of HSS's goal of creating a dynamic environment for residents involves hosting events and maintaining an online presence. HSS may take photographs or videos of Resident's likeness ("Photos") during HSS-sponsored events or while Resident is in Common Areas of the Property. By signing this Housing Contract, Resident irrevocably authorizes HSS and all other Released Parties to use, edit, alter, or publish any Photos for publicity, illustration, advertising, digital media, or any other lawful purpose without payment or consideration. The Parties agree that all Photos are the property of HSS and not of Resident. As such, Resident forever holds harmless all Released Parties for all claims, demands, and causes of action related to the release of any Photos.

**ENTIRE AGREEMENT.** This Housing Contract, which includes the Application, Guaranty, Terms & Conditions, and Community Policies, constitutes the entire agreement between the Parties and supersedes all prior arrangements between the Parties. All modifications of this Housing Contract shall be in writing and shall be signed or initialed by both Parties.

**NOTICES.** Resident waives receipt of any notices of default and demand for performance from HSS, except legally non-waivable notices and notices HSS is obligated to provide according to this Housing Contract. All notices, demands, and requests made to HSS under this Housing Contract must be in writing, which includes email.

**SEVERABILITY.** If any clause or part of a clause in this Housing Contract is held to be invalid or unenforceable, the validity and enforceability of the remainder of this Housing Contract will continue to be in full effect.

**WAIVER AND NON-ENFORCEMENT.** Any waiver of rights or delay of enforcement under this Housing Contract by HSS shall not under any circumstances be construed as a waiver of any of HSS's other rights or future remedies in the Housing Contract.

**INTERPRETATION.** Time is of the essence of every provision of this Housing Contract. References to one gender include all genders. The term "or" has the inclusive meaning frequently identified with the phrase "and/or," and the terms "include," "includes," and "including" are each without limitation. The terms "herein" and "hereunder" refer to the entire Housing Contract, which includes the Application, Guaranty, Terms & Conditions, and Community Policies.

**SUBORDINATION.** The lien of any lender on the Property will be superior to Resident's rights hereunder. Therefore, if HSS defaults on a loan that results in a lender taking ownership of the Property, then the lender may choose to terminate or continue this Housing Contract. Resident's rights under this Housing Contract are therefore subject to the rights of any lender on the Property. At HSS's request, Resident agrees to sign any document confirming the subordinate status of this Housing Contract. If such a lien is enforced, Resident appoints HSS as the attorney-in-fact to execute any required documents in Resident's name.

**SALE.** Any sale of the Property shall not affect this Housing Contract or any of Resident's obligations, but upon such a sale HSS will be released from all of its obligations hereunder and the new owner of the Property will be responsible for the performance of all duties that were HSS's responsibility before the sale. Any conditionally refundable deposits that HSS holds in Resident's name will be transferred to the new owner as of the date of sale, and deposit refunds according to this Housing Contract will become the obligation of the new owner.

**LEAD DISCLOSURE.** HSS has no knowledge or records of lead-based paint on the Property. However, before contracting pre-1978 housing, managers must disclose that pre-1978 housing may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Resident acknowledges the above disclosure and that a federally approved pamphlet titled *Protect Your Family from Lead in Your Home* is available at [www.epa.gov/lead/protect-your-family-exposures-lead](http://www.epa.gov/lead/protect-your-family-exposures-lead).

**ASBESTOS DISCLOSURE.** The Property may have material containing minute levels of asbestos. If present, there is no indication of an immediate need for asbestos removal. The US Environmental Protection Agency ("EPA") has determined that asbestos materials are non-hazardous so long as they are not dislodged or disturbed in a manner that causes asbestos fibers to be released. The EPA does not require that intact asbestos materials be removed. However, the law requires that reasonable precautions be taken to minimize the damage to or disturbance of such materials, if they exist. To that end, Resident and Resident's guests shall not take or allow any action which in any way damages or disturbs any part of the Property's ceilings or floors, including dusting, scraping, or hitting the ceiling; installing fasteners, such as nails or screws; hanging objects from the ceiling; painting or undertaking any repairs or improvements of the ceiling or floors; or creating significant vibration of ceilings or floors. Resident shall notify HSS immediately in writing if there is any damage to or deterioration of the ceiling or floors of the Property, including loose, cracking, hanging, or dislodged material; water leaks; and stains.





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### APPENDIX A

#### HSS Nondiscrimination Policy

It is the policy of Hawaii Student Residences LLC d/b/a Hawaii Student Suites ("HSS") to comply with Title VIII of the Civil Rights Act of 1968, as amended, commonly known as the Fair Housing Act, by ensuring that student bed space is available to students without regard to race, color, religion, national origin, disability, familial status (having children under age 18), or sex. This policy means that, among other things, the management of student bed space must not discriminate in any aspect of the contract of student bed spaces against qualified applicants or residents. Specifically, they may not:

- A. Refuse to contract, refuse to negotiate for the student bed space, or otherwise make unavailable or deny, student bed space to any person because of race, color, religion, national origin, disability, familial status, or sex;
- B. Discriminate against any person in the terms, conditions or privileges of student bed space or in the provision of services or facilities in connection therewith, because of race, color, religion, national origin, disability, familial status, or sex;
- C. Make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the student bed space that indicates any preference, limitation, or discrimination based on race, color, religion, national origin, disability, familial status, or sex;
- D. Represent to persons because of race, color, religion, national origin, disability, familial status, or sex that student bed space is not available for inspection or contract when such student bed space is in fact so available; or
- E. Coerce intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his/her having exercised or enjoyed, or on account of his/her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Fair Housing Act.

Any agent or employee who fails to comply with this Nondiscrimination Policy will be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in unequal service to, treatment of, or behavior toward students or actual or potential student bed space applicants on the basis of race, color, religion, national origin, disability, familial status, or sex may constitute a violation of state and federal fair housing laws.

Any student or student applicant who believes that any of the above policies have been violated by any owner, agent, or employee may leave a message for the U.S. Department of Justice at 1-800-896-7743, menu option \_\_\_\_ or [fairhousing@usdoj.gov](mailto:fairhousing@usdoj.gov). Your message should include your name, address, telephone number, and, if possible, email address.

