



BUYER REPRESENTATION CONTRACT
(Exclusive Right to Represent)
Hawaii'i Association of REALTORS® Standard Form
Revised 10/21 (NC) For Release 5/22



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THIS CONTRACT is between Equity Hawaii Real Estate LLC ("Brokerage Firm"),
 and _____ ("Buyer").

1. AGENCY:

The Buyer and/or Seller in a real estate transaction in Hawaii'i may retain a real estate Brokerage Firm as their agent. In such case, the Buyer and/or Seller is represented by the Brokerage Firm and all of its licensees. Hawaii'i law requires real estate licensees to disclose orally or in writing to Seller and/or Buyer whom the licensee represents. The form of representation may be one of the following:

- a. **Seller's Agent.** Brokerage Firm represents Seller only unless a disclosed dual agency exists. Seller's Agent owes the highest duties to Seller, including confidentiality, loyalty, and due care and diligence.
- b. **Buyer's Agent.** Brokerage Firm represents Buyer only unless a disclosed dual agency exists. Buyer's Agent owes the highest duties to Buyer, including confidentiality, loyalty, and due care and diligence.
- c. **Dual Agent.** Brokerage Firm represents both Buyer and Seller. This commonly occurs when licensees in the Brokerage Firm representing Seller have Buyer clients looking for types of property similar to Seller's property. In such event, the Brokerage Firm and all of its licensees represent both Buyer and Seller and are dual agents. Dual agents must remain neutral in negotiations and must not advance the interest of one party over the other. **A separate Dual Agency Agreement is required under Hawaii'i law prior to the Purchase Contract.**

2. APPOINTMENT OF EXCLUSIVE AGENT:

Buyer agrees that Brokerage Firm will assist Buyer in negotiating the purchase of Property. Buyer agrees to conduct all negotiations for the Property through Brokerage Firm and to refer all letters and inquiries to Brokerage Firm concerning purchase of the Property received from real estate licensees, prospective sellers, and other sources during the term of this Contract. Buyer shall inform Brokerage Firm of any properties that may be of interest to Buyer from all sources, including but not limited to the Internet, newspaper, real estate magazines, For Sale By Owner, etc.

Type of Property:

☐ Residential ☐ Condo/Co-op ☐ Land ☐ Commercial/Industrial ☒ Any Real Estate

3. TERM OF AGREEMENT:

Buyer grants to Brokerage Firm the exclusive right to represent Buyer as Buyer's Agent from (Date) _____ **start** _____, to midnight on (Date) 1 year. Either party may end this Contract with 30 days advance written notice to the other. Neither party may end this Contract before midnight, (Date) 6 months, unless both parties agree in writing to an earlier date.

4. DUAL AGENCY:

Buyer acknowledges that, from time to time, Brokerage Firm may represent both Seller and Buyer in the same transaction. If such a dual agency situation arises, Seller and Buyer will be asked to sign a separate dual agency consent agreement prior to entering into a Purchase Contract. Buyer further acknowledges that, in a dual agency situation, there is a limitation on Brokerage Firm's ability to represent either party exclusively and fully, and that Brokerage Firm may not act for one party to the detriment of the other. Buyer hereby gives approval to the concept of disclosed dual agency and limited representation. Buyer further acknowledges and agrees that Brokerage Firm may represent other Buyers, whether such representation arises prior to, during, or after the termination of this Contract. In such a situation, Brokerage Firm shall not disclose to any Buyer the terms of any other Buyer's offer.

5. BROKERAGE FIRM OBLIGATIONS:

Brokerage Firm will exercise reasonable skill and care for Buyer, and make reasonable efforts to locate properties in which Buyer may be interested. Brokerage Firm will promote the interests of Buyer with good faith, loyalty, and fidelity, including but not limited to: (a) Seeking a price and terms which are acceptable to Buyer with the exception that Brokerage Firm shall not be obligated to seek other properties while Buyer is a party to a contract to purchase a Property; (b) Procuring acceptance of any offer to purchase the Property and to assist in the completion of the transaction; (c) Presenting all offers to and from Buyer in a timely manner; (d) Disclosing to Buyer any material facts known to Brokerage Firm which would measurably affect the Property value. Brokerage Firm shall not be obligated to make an independent investigation or evaluation of the Property, independently verify statements of Seller or any expert, or verify any information or statements made by Buyer.

6. BUYER'S OBLIGATIONS:

Buyer is obligated to act in good faith to cooperate with Brokerage Firm by furnishing it with all relevant personal, financial, or other information that may be necessary to facilitate the purchase of Property. This includes keeping appointments, attending inspections, returning messages, and advising all other real estate agents that Buyer has executed this exclusive Contract with Brokerage Firm.

Buyer understands and accepts that neither Brokerage Firm nor Licensee can render tax advice, tax planning, tax-deferred exchange information, and the like, or any other technical or legal advice in connection with this Contract. Whenever specialized advice is deemed necessary, Buyer is strongly advised to seek the services of an appropriate professional. Buyer acknowledges that the decision to retain any particular specialist is wholly the decision of the Buyer. Buyer shall notify Brokerage Firm in writing of any areas of particular concern.

Buyer agrees to consider properties selected by Brokerage Firm. Buyer further agrees to act in good faith toward the completion of any property contract entered into in furtherance of this Contract. Buyer has an affirmative duty to protect him/herself, including discovery of the legal, practical

X _____
 BUYER'S INITIALS & DATE

 BROKER'S INITIALS & DATE



and technical implications of discovered or disclosed facts, and investigation of information and facts which are known or made known to Buyer or are within the diligent attention and observation of Buyer. **Buyer further agrees that he/she has not entered into a binding "Exclusive Right to Represent" Contract with any other Brokerage Firm.**

7. NONDISCRIMINATION:

Brokerage Firm complies with all Federal and State fair housing and anti-discrimination law that prohibits discrimination based upon Buyer's race; color; national origin; ancestry; religion; sex, including gender identity or expression; sexual orientation; handicap; disability; familial status; marital status; age; or human immunodeficiency virus infection.

8. MEGAN'S LAW:

If the presence of a registered sex offender is a matter of concern to Buyer, Buyer understands that Buyer must contact local law enforcement officials regarding obtaining such information. Brokerage Firm makes no representation that any such information is available for public access.

9. MEDIATION AND ARBITRATION: If any dispute or claim in law or equity arises out of this Contract, and Buyer and Brokerage Firm are unable to resolve the dispute, Buyer agrees to attempt in good faith to settle such dispute or claim by non-binding mediation through the Local Board of REALTORS® or, in the event the Local Board of REALTORS® does not provide mediation services, then through a mutually agreed upon mediator. If the mediation is not successful, then Buyer will consider arbitration and may seek legal counsel to make this determination. It is understood that if the parties are involuntarily named as defendants in a lawsuit by a third party in any matter arising out of this Contract, this paragraph shall no longer be binding.

10. COMPENSATION: Brokerage Firm's compensation shall be paid through escrow at the time of closing as follows:

a. Buyer agrees to cooperate in Brokerage Firm's efforts to be compensated out of the sales proceeds in the transaction. Buyer's Brokerage Firm will accept as compensation paid by Seller either directly or through an authorized commission agreement with Seller's Brokerage Firm no less than **per MLS**.

b. Buyer shall pay any portion of the amount stated above not paid by Seller or Brokerage Firm representing Seller. Buyer understands and agrees that compensation payable by Buyer to Brokerage Firm shall be earned by Brokerage Firm and payable upon Buyer's purchase of real estate whether or not Brokerage Firm was involved in the transaction.

c. Should Buyer purchase a property without Brokerage Firm's assistance (such as through an Open House, Developer's Sale, For Sale By Owner or Foreclosure Auction), Buyer would owe Brokerage Firm as stated in 10a.

d. Entitlement to compensation shall apply to any Purchase Contract executed during the term of this Contract or any extension thereof. Entitlement to compensation will also apply to any Purchase Contract executed within **90** days after the expiration or other termination of this Contract, if the Property acquired was presented to or identified by Buyer during the term of this Contract.

e. If the transaction fails to close through no fault of Buyer, the compensation shall be waived. If the transaction fails to close because of Buyer's default, the compensation shall NOT be waived and shall become immediately due and payable by Buyer. Options exercised after the termination of this Contract shall be considered as purchases for purposes of this Contract.

f. Initial Consultation and Research Fee: Buyer agrees to pay Brokerage Firm a non-refundable fee in the amount of \$ **na** upon execution of this Contract. Any services provided for in this paragraph shall be deemed to be real estate services and not a professional opinion regarding the value of real estate. Fee shall ☐ shall not ☐ be credited against any other compensation paid.

11. OTHER SPECIAL TERMS: none

12. ACCEPTANCE: Buyer hereby agrees to all of the terms and conditions above and acknowledges receipt of a copy of this Contract.

By signing below, Buyer acknowledges that Brokerage Firm has advised Buyer that this document has important legal consequences and has recommended consultation with legal, tax, or other counsel, before signing this Contract.

Buyer's Name (Print) _____

Buyer's Signature _____

Buyer's Address _____

Phones _____ Fax _____

E-Mail _____

Brokerage Firm Equity Hawaii Real Estate LLC

Brokerage Firm's Address 210 Kamehameha Ave, Hilo, HI

96720-2835

Phones **808.365.3479** **808.491.0800**

Broker's Signature _____

Real Estate Licensee Amy Flanders

Phones **808.365.3479** Fax **808.491.0800**

E-Mail realhawaiiestate@gmail.com

Brokerage Firm acknowledges receipt of non-refundable fee \$**NA**
In the form of **NA**

Broker's Signature _____

Buyer's Name (Print) _____

Buyer's Signature _____

Buyer's Address _____

Phones _____ Fax _____

E-Mail _____

NOTE: THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this agreement into plain language. But there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES. This means that the Hawai'i Association of REALTORS® is not liable to any Buyer, Seller, or other person who uses this form for any damages or penalty because of any violation of Chapter 487A. People are cautioned to consult with their own attorneys about Chapter 487A (and other laws that may apply).

Brokerage Administrative Fee

In addition to the services provided directly by your REALTOR®, EQUITY REAL ESTATE® delivers technology and services that better facilitate a smooth transaction for you, the client, during and after the sale or purchase of real estate property. As these items cover client specific services that extend beyond those which your REALTOR® is providing, an additional Brokerage Administrative Fee of \$120 will be collected from you.

These additional systems and services include but are not limited to the following items.

1. **Transaction Document Management and Disaster Recovery:** EQUITY REAL ESTATE® strives to provide the safest and most secure systems for your transaction files.
2. **Transaction Processing Technology:** To help facilitate ease for our clients, EQUITY REAL ESTATE® has built and maintains a virtual backend system to handle all transaction details.
3. **Funds Processing and Distribution:** EQUITY REAL ESTATE® has developed and utilizes systems to safely and properly manage funds pertaining to the transaction.

This \$120.00 fee will be collected from you at closing and reflected as a line-item charge on your final Settlement Statements. This fee is not associated with your REALTOR®'s sales commission.

We value you as our client and appreciate you trusting EQUITY REAL ESTATE® with your real estate transaction.

Sincerely,

EQUITY REAL ESTATE®

Client(s) Printed Name(s)

Client(s) Signature and Date

(I agree to pay the Brokerage Administrative Fee for this transaction.)

Notes:

Wire Fraud Disclosure

Client Name: _____

Property Address: _____

This form is designed to be a notification of the potential for wire fraud perpetrated by criminals and hackers targeting email accounts belonging to the various parties involved in real estate transactions (e.g. lawyers, title agents, mortgage brokers, real estate agents, etc.). While Equity Real Estate does everything possible to protect against such nefarious acts the threat makes this notification prudent and your awareness of potential fraud necessary.

These criminals have perpetrated fraud by submitting alternative wiring instructions that are then used to redirect funds to the criminal's bank account. While these emails may appear legitimate and contain information to make you believe they are from the proper party there are small discrepancies that can be picked out such as missing letters or portions of email addresses, misspelled names, etc.

As your agent in this transaction, my broker and I highly recommend to you and your lawyers (or others working on the transaction) that you should refrain from the inclusion of any sensitive personal and financial information in an email through a non-secure system. We advise that you make certain the system by which you use to submit personal and financial information is a vetted, secure system (for example, the dotloop system that we use). Before you wire any funds to any party (and this includes your lawyer, title agent, mortgage officer, or myself), personally call the individual and confirm that the wire information is legitimate, particularly the ABA routing number or SWIFT code and credit account numbers. Make sure you call using a number you've obtained directly from the individual, not via any email communication you've just received.

Again, this disclosure is purely for the sake of protecting you from criminal behavior that has been perpetrated in real estate transactions. I don't expect that this will happen but as it is a possibility and I have a fiduciary responsibility to you and your interests, I feel the notice necessary.

Client Signature / Date

REALTOR® Signature / Date



Equity
EQUITY REAL ESTATE®

BUYER DUE DILIGENCE CHECKLIST

This is a legally binding document. If not understood, consult an attorney.

THIS BUYER DUE DILIGENCE CHECKLIST is provided by _____ (the "Company"), including (the "Agent") to: _____ (the "Buyer") in connection with the purchase of any property, including (if known) the property located at: _____.

NOTICE FROM COMPANY

Buyer is advised that the Company and its agents are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide Buyer with professional advice regarding the physical condition of any property or regarding legal or tax matters. The Company and its agents strongly recommend that in connection with any offer to acquire any property, Buyer retain the professional services of legal and/or tax advisors, property inspectors, surveyors, and other professionals to satisfy Buyer as to any and all aspects of the physical and legal condition of the property. BUYER IS ADVISED NOT TO RELY ON THE COMPANY, OR ON ANY AGENTS OF THE COMPANY, FOR A DETERMINATION REGARDING THE PHYSICAL OR LEGAL CONDITION OF THE PROPERTY. The following is a general listing of issues that Buyer should consider in evaluating any property. This is not intended to be a comprehensive list of all issues that may be relevant in Buyer's evaluation of a specific property, including any property listed above. This document is, however, intended to direct Buyer's attention to a number of issues that are commonly considered important in the evaluation of any property.

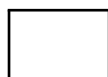
1. BUILDING CODE/ZONING COMPLIANCE: Buyer is advised to consult with local zoning officials to assure that Buyer's intended use of the Property (including, but not limited to, rental and business uses, construction of new improvements and/or the remodel of existing improvements) will comply with local zoning requirements and with any recorded restrictive covenants and conditions. Buyer should determine whether a certificate of occupancy has been issued for the Property and if such certificate is available for inspection. Buyer is also advised to make inquiry at the local building department to determine if building permits and final inspections were obtained for any remodel work at the Property, if applicable. Buyer acknowledges that the Company should not be relied upon for any determination as to any past, present or future building code or zoning restrictions or violations, or as to the suitability of the Property for Buyer's intended use.

2. RENTAL OF PROPERTY: If Buyer intends to use the Property as a rental, Buyer is advised to consult with local zoning officials and to review any applicable restrictive covenants to determine that rental of the Property is a legal use, and does not violate any restrictive covenants. Buyer is also advised to consult with local governmental authorities to determine whether a business or other license is required in order to use the Property as a rental. Buyer acknowledges that the Company should not be relied upon for any determination as to whether rental of the Property is a legal or permitted use.

3. HAZARDOUS WASTE AND TOXIC SUBSTANCES: Buyer is advised to consult with appropriate professionals regarding the possible existence of hazardous wastes and toxic substances on the Property, including, but not limited to, asbestos, radon gas, lead and lead-based paint, and contamination of the Property from the use, storing or manufacturing of any illegal substances including, methamphetamines. Buyer is advised that a variety of federal laws can place strict liability on property owners for hazardous waste management and cleanup of hazardous substances. Buyer is advised of Buyer's obligation to make appropriate inquiries ("due diligence") into past uses of the Property to ascertain the possible existence of hazardous wastes or toxic substances. Buyer acknowledges that the Company should not be relied upon for any determination as to the existence of any hazardous wastes or toxic substances.

4. RADON GAS: The EPA and the Surgeon General have linked exposure to elevated radon levels to an increased risk of developing lung cancer. The Buyer is advised to consult with appropriate professionals to determine if elevated levels of radon gas exist in the Property. Additional information regarding radon is available from the EPA at epa.gov/radon/.

5. SURVEYING AND STAKING: Buyer is advised that without an accurate survey of the Property, Buyer cannot be certain as to the boundaries of the Property, or that any improvements on the Property are not encroaching upon adjoining



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parcels of property, or that improvements located on adjoining parcels of property do not encroach onto the Property. Walls and fences may not correspond with legal boundary lines for the Property. Buyer acknowledges that the Company should not be relied upon for any determination as to the boundaries of the Property or of any encroachments within or over the actual boundaries of the Property.

6. HOME WARRANTY PLANS: Buyer acknowledges that Buyer has been advised by the Company of the availability of Home Warranty Plans which provide limited warranties for certain home appliances and certain components of the Property after Closing.

7. FLOOD ZONE AND INSURANCE: If the Property is located in a "Flood Zone" as set forth on the H.U.D. "Special Flood Zone Area" map, the mortgage lender may require that Buyer obtain and pay for flood insurance on the Property and its improvements.

8. HOMEOWNERS INSURANCE: Buyer is advised that certain properties, due to location, condition, and/or claims history, may be uninsurable, or may only be insurable at an increased cost. Buyer is also advised that Buyer's credit, insurance claims history, and other issues (such as specific kinds of pets), may be factors in determining the availability and cost of homeowners insurance. Buyer is advised to consult directly with insurance companies of Buyer's choice regarding the availability and costs of homeowner's insurance for the Property.

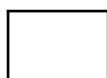
9. TITLE ISSUES/HOMEOWNER'S ASSOCIATION: Buyer is advised that title insurance companies offer a variety of title insurance policies that provide different levels of coverage. Buyer is advised to carefully review with legal counsel and with the title insurer: (a) the available title insurance coverage; (b) the contents of any Commitment for Title Insurance on the Property; and (c) the contents of all documents affecting the Property that are a matter of public record, including, but not limited to, any restrictive covenants (CC&R's). If the Property is part of a Condominium or other Homeowners Association ("HOA"), Buyer is advised to consult directly with the HOA regarding all HOA matters that may affect the Property, including, but not limited to, existing and proposed budgets, financial statements, present and proposed assessments, dues, fees, reserve accounts, rules, and meeting minutes.

10. PHYSICAL CONDITION: Buyer is advised to consult with appropriate professionals regarding all physical aspects of the Property, including, but not limited to: built-in appliances; plumbing fixtures, lines, fittings and systems; heating, air conditioning systems and components; electrical wiring, systems, appliances and components; foundation; roof; structure; exterior surfaces (including stucco), exterior features and equipment; pool/spa systems and components; any diseased trees or other landscaping; and moisture seepage and damage from roof, foundation or windows. Buyer is advised not to rely on seller, the Company, or any agents of the Company for a determination regarding the physical condition of the Property.

11. SQUARE FOOTAGE/ACREAGE: If the square footage or acreage of the Property is of material concern to Buyer, Buyer is advised to verify the square footage or acreage through any independent sources or means deemed appropriate by Buyer. In the event the Company provides any numerical statements regarding these items, such statements are approximations only. Buyer is advised not to rely on seller, the Company, or any agents of the Company for a determination regarding the square footage or acreage of the Property.

12. UTILITY SERVICES: Buyer is advised to consult with appropriate professionals regarding the location of utility service lines and the availability and cost of all utility services for the Property including, but not limited to, sewer, natural gas, electricity, telephone, and cable TV. Buyer is advised that the Property may not be connected to public water and/or public sewer, and applicable fees may not have been paid. Septic tanks may need to be pumped. Leach fields may need to be inspected.

13. WATER: Buyer is advised to consult with the water service provider for the Property and with other appropriate professionals regarding the source, quality, and availability of water for the Property; and regarding all applicable fees and



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costs (including, without limitation, connection fees, stand-by fees and service fees), use and regulatory restrictions, and ownership of water rights and water system. Depending upon the location of the Property, the water service provider, and climate conditions, water service to the Property may be interrupted. A well and well system may require inspection. Buyer is further advised that, depending upon the location of the Property, State and local laws may impose specific requirements regarding the source, the capacity, and the quality of water that will service new plat or building permit applications. Such water-related laws may directly impact Buyer's ability to develop the Property and/or obtain a building permit for any improvements to the Property. Buyer is advised to consult directly with applicable State and local authorities, and with legal counsel, regarding the content and potential affect of such water-related laws.

14. GEOLOGICAL CONDITIONS: Buyer is advised to consult with appropriate professionals regarding possible geologic conditions at or near the Property. Such geologic conditions may include, but are not limited to, soil and terrain stability, the existence of wetlands, drainage problems, and any building and/or zoning requirements relating to such geologic conditions.

15. MOLD: Buyer is advised to consult with appropriate professionals to determine the possible existence of mold in the Property. Water leaks and water damage to the Property may result in mold that may have adverse health affects. Additional information regarding mold is available through the EPA at: www.epa.gov.

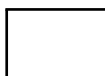
16. HOUSING COMPLIANCE: Buyer is advised to consult with appropriate professionals regarding neighborhood or property conditions including, but not limited to: schools; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development; noise or odor from any source; and other nuisances, hazards, or circumstances. All properties will be shown without regard to race, color, religion, sex, national origin, handicap or familial status and any other requirements of federal and state fair housing laws.

17. PROPERTY TAXES: Buyer is also advised that, depending upon present use, the Property may be taxed as "Agricultural". A purchase of the Property may change the Agricultural status and the amount of property taxes assessed by the County. If Buyer has any questions regarding County property tax requirements, Buyer is advised to consult directly with the County Assessor's Office.

18. INCOME TAX/LEGAL CONSEQUENCES: Buyer is advised that this transaction has tax and legal consequences. Buyer is advised to consult with appropriate legal and tax advisors regarding this transaction.

19. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA): In general, the sale or other disposition of a U.S. real property interest by a foreign person as defined in the Internal Revenue Code is subject to income tax withholding under FIRPTA. If FIRPTA applies to the SELLER, the buyer or other qualified substitute may be legally required to withhold and remit to the IRS 10% of the total purchase price for a property at closing. FIRPTA may require Buyer's signature on applicable IRS withholding forms. Failure to comply with FIRPTA may create liability for Buyer and Seller. If FIRPTA applies to this transaction, Buyer and Seller are advised to consult with appropriate legal and tax advisors regarding their rights and obligations under FIRPTA.

20. ENERGY EFFICIENCY: According to the national ENERGY STAR, and other similar energy efficiency programs, utility bills in a typical existing home can be reduced by 20% or more through energy efficiency improvements. A home energy analysis can be provided by certified home energy efficiency professionals to document the energy efficiency levels of an existing home, and also provide recommendations for energy improvements that will reduce utility costs, improve comfort, and improve indoor air quality and safety of a property. Buyer is advised to consult with appropriate energy efficiency professionals regarding any property of interest to the Buyer. Additional information is available at www.energystar.gov.



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RECEIPT AND ACKNOWLEDGEMENT OF BUYER

I have carefully reviewed this **BUYER DUE DILIGENCE CHECKLIST**. I understand my right and the recommendation of the Company to consult with appropriate experts and professionals prior to, or as part of an offer to purchase any property. **I FURTHER UNDERSTAND THAT I HAVE THE RIGHT TO INCLUDE ANY OR ALL OF THE ABOVE ISSUES AS A CONDITION OF MY OFFER TO PURCHASE ANY PROPERTY.**

Buyer Signature / Date

Buyer Signature / Date

Buyer Printed Name

Buyer Printed Name

Additional Hawaii County Disclosures

The following information is intended to help identify some of the general conditions that may affect the sale, purchase, value and/or use of some real property in Hawaii County. This form is not a substitution for expert inspection or professional advice. Equity Hawaii Real advises all clients to obtain a professional property inspection with regards to these and all other due diligence. Equity Hawaii Real Estate Agents are not allowed to fill out this form on your behalf. This form is intended for the Buyer to use as an additional reference in doing their due diligence and suitability inspections. Buyer may fill out the form as needed/desired.

(j) Availability of Utilities Disclosure: Buyer is advised utility services and the necessary easements may be limited or unavailable in many areas of Hawaii County. Buyer is further advised to contact the local providers of electric, water, gas, telephone, television cable, and other utility services to determine the cost and availability of desired utility service to the property.

(i) **Cable TV Service:** Significant parts of Hawaii County do not have access to Cable TV service. Buyer is advised to contact Oceanic Time Warner Cable phone: (808) 643-2100 or (808) 643-2337, Web Site: <http://www.oceanic.com>.

(ii) **Electric Service:** Significant parts of Hawaii County are not connected or connectable to the electric grid. For Electric Service availability and costs, the Buyer is advised to contact Hawaii Electric Light Company, Inc (HELCO) regarding availability, installation, and Special Subdivision Power Policy (SSPP) charges at (808) 969-0363, or at <http://www.helcohi.com>.

(iii) **Telephone Service:** Significant parts of Hawaii County do not have telephone land lines. For landline availability, Buyer is advised to contact Hawaiian Telcom at (808) 959-8868 or at <http://www.hawaiiantel.com>.

(iv) **Wastewater Disposal:** Significant parts of Hawaii County do not have wastewater disposal systems. The buyer is advised the wastewater disposal system **installed** on the subject property is _____. Buyer is also advised to thoroughly review the information at <http://health.hawaii.gov/wastewater> and to contact the Hawaii Department of Health (DOH), Wastewater Branch at (808) 586-4294 with any questions.

(v) **Water Supply:** Buyer is advised municipal water is not available in significant parts of Hawaii County. The water supply to the subject property is **currently supplied by** _____. If water supply is by catchment, the Buyer is advised to obtain a copy of the Guidelines on Rainwater Catchment Systems for Hawaii, College of Tropical Agriculture and Human Resources, UH at Manoa at (808) 956-7046 or at <http://www.ctahr.hawaii.edu/oc/freepubs/pdf/RM-12.pdf>.

(k) Hazards Disclosure: Hawaii County is subject to several Natural Hazards. Buyer is advised to review the Natural Hazards of Big Island available at the following Web Site: http://www.uhh.hawaii.edu/~nat_haz.

(i) **Flood Zones:** The land in Hawaii County lies in different flood zones. Buyer is advised the subject property may require flood insurance. Occasionally, surface flooding may occur on roadways and on the property. Based upon information provided by Hawaii Information Service, the **Flood Zone designation** appears to be _____. Buyer is advised to contact the Hawaii County Public Works Engineering Division at (808) 961-8327 and verify the Flood Zone designation for the property.

(ii) **Geothermal Public Health Assessment:** Hawaii County has geothermal resources. Buyer is advised the property may be in or near a geothermal resource subzone as designated by HRS205-5.1. Buyer is advised to review the Geothermal Public Health Assessment posted at: <http://www.accord3.com/pg68.cfm>, contact the Hawaii State Department of Land and Natural Resources at (808) 974-6208, Civil Defense Agency at (808) 935-0031, and DOH at (808) 974-6001.

(iii) **Lava Zones:** Hawaii County has Lava Zones. U.S. Department of the Interior, Geological Survey (USGS), has classified various "hazard zones" for lava flows: <http://pubs.usgs.gov/gip/hazards/maps.html>. Based upon information



provided by Hawaii Information Service, the property appears to lie in **Lava Hazard Zone** _____ and may be subject to an increased insurance premium and limitation on insurance coverage.

(iv) **Tsunami Evacuation Zones:** Certain Areas in Hawaii County are located in a Tsunami Evacuation Zone. Buyer is advised to contact with the Hawaii County Civil Defense Agency, and to verify if the property is located in a Tsunami Inundation Zone or Evacuation Zone at (808) 935-0031 or at <http://www.hawaiicounty.gov/civil-defense>.

(v) **Vog:** Hawaii County has Vog. Buyer is advised that Vog is a noxious mix of some or all of the following gases emitted from the lava entering the ocean, from vents located in the eastern rift zone, and from Kilauea Volcano: sulfur dioxide (SO₂), hydrogen sulfide (H₂S), hydrogen fluoride (HF), and heavy metals like Mercury (Hg). Some or all of these gases and elements also react with oxygen and atmospheric moisture to produce acid rain. Vog poses a health hazard by aggravating pre-existing respiratory ailments and acid rain damages crops and can leach into household water supplies. Buyer is advised to contact the Hawaii DOH, Clean Air Branch for more information at (808) 586-4200 or at <http://health.hawaii.gov/cab>.

(l) **Invasive Species Disclosure:** Hawaii County is in the midst of a growing invasive species crisis affecting the islands' endangered plants and animals. Buyer is advised to contact the Hawaii Department of Land and Natural Resources at (808) 587-0400 or at <http://dlnr.hawaii.gov> and review the information available at: <http://www.hawaiiinvasivespecies.org>.

(i) **Albizia Trees:** Hawaii County has Albizia Trees. Buyer is advised the Albizia is a fast-growing, invasive tree in native 'Ohia forests as well as on land disturbed by human activities. Portions of the Albizia can suddenly break off in little or no wind causing a hazard to life and property. For more information contact U.S. Department of Agriculture (USDA) at (808) 933-8121.

(ii) **Tree Frogs:** Hawaii County has Tree Frogs. Buyer is advised to visit the property at different times during the day and evening within the property inspection period to determine the level of frog chirping. For more information contact the College of Tropical Agriculture and Human Resources at (808) 981-5199 or at <http://www.ctahr.hawaii.edu/coqui>.

(iii) **Little Fire Ants:** Hawaii County has Little Fire Ants. Buyer is advised to contact the Hawaii Department of Agriculture at (808) 989-9289 or at <http://www.hawaiiinvasivespecies.org/iscs/biisc>.

(iv) **Rat Lungworm Disease:** Hawaii County has had several cases of Rat Lungworm disease. Buyer is advised there is no cure for this disease, which is caused by a parasitic worm co-transmitted between rats and slugs, semi-slugs or snails. Humans then eat the raw foods that the slugs, semi-slugs, or snails have traversed and/or by ingesting raw slugs, semi-slugs or snails. Symptoms are similar to bacterial meningitis, such as nausea, vomiting, neck stiffness, and headaches that are often severe. Abnormal sensations of the arms and legs can occur, and the eyes can be affected. Serious complications can occur, leading to neurologic dysfunction and death. For more information, contact the Hawaii State, DOH, Disease Outbreak Control Division at (808) 587- 6845, and thoroughly review the information posted at <http://health.hawaii.gov/docd/dib/disease/angiostrongyliasis>.

(m) **Owner Builder Disclosure:** Many homes in Hawaii County were built using owner-builder permits. Buyer is advised Chapter 444, Hawaii Revised Statutes (HRS) prohibits the sale or offering for sale or lease of owner builder permitted improvements within one year from the Notice of Completion.

(i) **Owner Builders:** Should this property be owner builder permitted; Buyer is advised to request a copy of Owner Builder Disclosure Statement as part of the Seller's Mandatory Real Property Disclosure.

(ii) **Compliance:** Buyer is advised to make sure any purchase is in full compliance with all of the provisions of HRS Chapter 444.

(n) **Special Management Area (SMA) Disclosure:** Buyer is advised to contact the Hawaii County Planning Department to verify any SMA requirements that may affect the property at (808) 961-8288 or at <http://www.cohplanningdept.com>.

(o) **Road Ownership Disclosure:** Buyer is advised the State and County of Hawaii have been negotiating road ownership, maintenance, and liability issues concerning many of the roads located in Hawaii County. Buyer is advised access



to the property may be via a state, county, private or other types of access roads. In some cases, there is no direct road access or access may be by easement. These roads may be paved, graded, or unimproved. Buyer and Seller are advised to contact their attorney or other professionals regarding access road ownership, maintenance, and liability issues on all roads servicing the subject property.

(p) Insurance Disclosure: Insurance may not be available in some areas of Hawaii County. Due to a recent tropical storm or lava flow, there may be a moratorium on the issuances of new insurance policies. Buyer is advised to contact their insurance provider and verify the availability and cost of insurance for the property within the inspection period.

(i) **Past Claims:** Some properties in Hawaii County have been subject to numerous insurance claims. Buyer is advised to seek and review any information about the insurance losses that may have occurred at the property within the past five years.

(ii) **Hawaii homeowners need additional insurance coverage:** Buyer is also advised to review the information at: <http://hawaii.gov/dcca/ins/home-insurance.html>.

(q) Mail Delivery Disclosure: Hawaii County has limited mail delivery. Buyer is advised to contact the USPS office closest to the property and determine USPS delivery options. Contact the USPS at (800) 275-8777 or at <http://www.usps.com>.

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Buyer's Name

Date

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Buyer's Name

Date

Buyer's Name

Date

