

# **Hawai'i Association of REALTORS®**

## **Printed Standard Forms Purchase Terms & Use Restrictions (Non-Member Sales)**

**READ BEFORE BUYING.** You are buying a printed copy or multiple printed copies of a form or forms from the Hawai'i Association of REALTORS® Standard Forms Library. Your right to purchase these Printed Copies is expressly conditioned on your acceptance of these Purchase Terms and Use Restrictions. By accepting these Purchase Terms and Use Restrictions, you acknowledge that the Hawai'i Association of REALTORS® is the owner and exclusive copyright holder of all the forms from the Standard Forms Library, and that your purchase of a Printed Copy of any form does not transfer any right, title, or interest in that form to you or any third party.

### **1. Definitions**

#### **1.1 Buyer Types**

##### **(A) Licensee Buyer.**

*Licensee Buyer* means a natural person who is licensed under Chapter 467 of the Hawai'i Revised Statutes as a real estate broker or a real estate salesperson.

##### **(B) Landlord Buyer**

*Landlord Buyer* means an owner, custodian, or caretaker who, under Chapter 467 of the Hawai'i Revised Statutes, may lease, offer to lease, rent, or offer to rent, any real estate or the improvements thereon without being licensed as a real estate broker or real estate salesperson under that chapter.

## **1.2 HAR**

*HAR* means the Hawai'i Association of REALTORS®, a Hawai'i nonprofit corporation with offices located at 1259 A'ala Street, Suite 300, Honolulu, Hawai'i.

## **1.3 Order Form**

*Order Form* means the order form, whether in paper or electronic format, that you complete and submit—and that HAR accepts—for the purchase of the Printed Copies under these Purchase Terms and Use Restrictions.

## **1.4 Printed Copies**

*Printed Copies* means the tangible, paper copies of one or more forms from the Standard Forms Library that you designate for purchase in your Order Form and that you purchase from HAR under these Purchase Terms and Use Restrictions.

## **1.5 Standard Forms Library**

*Standard Forms Library* means the catalog of HAR-authored real estate forms that HAR offers for sale in printed format from time to time.

## **1.6 Transaction**

*Transaction* means a specific real estate transaction involving real property located in Hawai'i.

# **2. Eligibility; Product Access by Buyer Type**

## **2.1 Who May Buy**

By ordering, you represent that you are either a Licensee Buyer or a Landlord Buyer. Purchases by others are not permitted.

## **2.2 Verification**

### **(A) Licensee Buyers**

Licensee Buyers will show their Hawai'i pocket real estate license before receiving the forms they purchase.

### **(B) Landlord Buyers**

Landlord Buyers will attest that they are purchasing solely to lease, offer to lease, rent, or offer to rent, any real estate or the improvements thereon that they own or for which they are the lawful custodian or caretaker.

## **2.3 Product Access**

### **(A) Licensee Buyers—Any Standard Form**

Licensee Buyers may purchase any Printed Copy listed in the Standard Forms Library.

### **(B) Landlord Buyers—Only Rental Agreement**

Landlord Buyers may only purchase a Printed Copy of the Standard Form Rental Agreement (RR301).

## **2.4 Misrepresentation**

HAR may cancel orders, refuse future sales, and pursue remedies if eligibility information is false, incomplete, or misleading.

## **3. Sale of Printed Copy (Paper Only)**

### **3.1 Sale; Title; Risk of Loss**

HAR sells you the Printed Copies, subject to these Purchase Terms and Use Restrictions.

### **3.2 Inspection & Notice of Defects**

If a Printed Copy is damaged or incomplete, notify HAR upon receipt. HAR will, at its option, replace the damaged or incomplete items or refund the price paid for those items.

### **3.3 Quantity Limits**

HAR may limit quantities and decline or cancel orders with a refund, if inventory is unavailable or insufficient, if fraud is suspected, or if eligibility requirements are not met.

### **3.4 Taxes**

Your purchase of the Printed Copies is subject to Hawai'i's General Excise Tax and, because orders are picked up in Honolulu, the City and County of Honolulu's GET surcharge. When HAR passes these taxes on to you, they will be calculated at the maximum pass-on rate published by the Hawai'i Department of Taxation for Honolulu. That single rate covers both the state GET and the county surcharge, including any tax-on-tax amount, and will be shown as a separate line item on your bill. HAR will collect this amount from you at the time of payment and remit it to the State of Hawai'i.

### **3.5 All Sales Final**

Except as in Section 3.2 of these Purchase Terms and Use Restrictions or where required by law, all sales are final.

## **4. Intellectual Property**

### **4.1 Ownership; Reservation**

You have no right, title, or interest in or to any form in the Standard Forms Library, except the limited right to fill out and use a purchased Printed Copy for one Transaction as allowed in these terms. Your purchase gives you ownership only of the physical paper copy, not of the form or its text. You hereby irrevocably assign to HAR any right, title, or interest you may later acquire in or to any form in the Standard Forms Library. You will not dispute, challenge, or assist any

person or entity in disputing or challenging HAR's rights in any form in the Standard Forms Library.

#### **4.2 IP Notices**

You must not remove, delete, alter, or obscure any copyright, trademark, or any intellectual property or proprietary right notice from any Printed Copy. You must not use any copyright, trademark, or other intellectual property notice that conflicts with, confuses, or negates any notice HAR gives on any Printed Copy.

#### **4.3 Protection of Standard Forms**

You will, at your sole cost and expense, take all available measures to protect and safeguard the Printed Copies within your possession, custody, or control against unauthorized use, copying, modification, and distribution. You will immediately notify HAR in writing and with reasonable detail of any actual, suspected, or threatened infringement or claim that a use of a Printed Copy infringes on a right of any third party.

### **5. Use Restrictions (Your Promises)**

#### **5.1 Reproducing Blank Form—Prohibited**

##### **(A) No Reproduction**

You will not, and you will not allow another to, scan, photograph, optically character recognize, retype, digitize, upload, share, distribute, or otherwise reproduce any blank Printed Copy (i.e. a Printed Copy as you receive it from HAR, before you add any information or signatures for a Transaction) or its text, in whole or substantial part, except as allowed under Section 6 of these Purchase Terms and Use Restrictions.

**(B) Single-Transaction Use Only**

Each Printed Copy may be used for one Transaction only and may not be reused in any additional Transaction, whether by reproducing the form or otherwise.

**5.2 Creating Template or Derivative—Prohibited**

You will not, and you will not allow another to, use the text to create a template, model clause, or derivative form, except for filling in blanks for a Transaction.

**5.3 Resale of Blank Forms—Prohibited**

You will not, and you will not allow another to, resell, rent, or distribute any blank Printed Copy, except that a Hawai'i real estate broker who purchases a Printed Copy may distribute that Printed Copy to the Hawai'i real estate licensees that they supervise.

**5.4 Out-of-Territory Use**

You will not, and you will not allow another to, use any Printed Copy for any purpose other than a Transaction in Hawai'i.

**5.5 Landlord-Only Restrictions**

A Landlord Buyer will not use any Standard Form other than the Standard Form Rental Agreement (RR301), and will not use the Standard Form Rental Agreement to lease, offer to lease, rent, or offer to rent, any real estate or the improvements thereon that they do not own or for which they are not the lawful custodian or caretaker.

**5.6 Artificial Intelligence Text Mining—Prohibited**

You will not, and you will not allow another to, input, upload, optically character recognize, transcribe, retype, or otherwise provide any text from any Printed Copy or any form in the Standard Forms Library to any machine-learning or artificial intelligence system.

## **6. Limited Permission to Copy a Completed Form**

You may copy, scan, transmit, and store a completed and executed Printed Copy only as reasonably necessary for the specific Transaction or as permitted under Section 7 of these Purchase Terms and Use Restrictions.

## **7. Accessibility Accommodation**

If you are an individual with a disability, as that term is defined by the Americans with Disabilities Act or Hawai'i's Public Accommodations Law, and you request a reasonable accommodation for effective communication, HAR will provide one accessible digital version of the Standard Form you purchased as a Printed Copy, for your personal use in a Transaction. This accommodation does not grant any additional rights and remains subject to Sections 4-6 of these Purchase Terms and Use Restrictions.

## **8. No Legal Advice; Your Responsibilities**

### **8.1 No Legal Advice**

Printed Copies are general tools and are not legal advice. Use does not create an attorney-client relationship. Consult your lawyer for answers to all your legal questions.

### **8.2 Selection & Compliance**

You are solely responsible for selecting the correct form, completing it accurately, and complying with all laws and professional obligations.

### **8.3 Updates**

HAR may revise its Standard Forms from time to time. A purchase of a Printed Copy does not entitle you to any update or replacement.

## **9. Disclaimers; Limitations**

### **9.1 DISCLAIMER OF WARRANTIES**

**HAR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PRINTED COPIES, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF**

**MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY AND ALL WARRANTIES THAT MAY ARISE OUT OF ANY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.**

## **9.2 Limitation of Liability**

HAR will not be liable under or in connection with these Purchase Terms and Use Restrictions for indirect, incidental, consequential, liquidated, special, or exemplary damages or penalties, including but not limited to any loss of business revenue or anticipated profit, regardless of whether that damage was foreseeable.

## **10. Indemnification**

You will indemnify, defend, and hold harmless HAR and its officers, directors, employees, agents, affiliates, successors, assigns, and attorneys from and against any loss, damage, liability, deficiency, claim, action, judgment, settlement, interest, award, penalty, fine, cost, or expense of whatever kind, including but not limited to attorneys' fees and the costs arising out of or related to: (a) your violation of these Purchase Terms and Use Restrictions; (b) your use of any Printed Copy; or (c) your violation of law or third-party rights.

## **11. Enforcement & Remedies**

### **11.1 Injunctive Relief**

An unauthorized reproduction or distribution of a Printed Copy causes irreparable harm. In addition to other remedies, HAR may seek temporary, preliminary, and permanent injunctive relief without posting bond, plus actual or statutory damages and attorneys' fees where lawful.

### **11.2 Audit Cooperation**

Upon reasonable written request describing suspected misuse tied to your order or use of any Printed Copy, you will cooperate in good faith with HAR to confirm whether a misuse occurred and to stop any and all misuse.



## **12. Refusal of Future Sales**

HAR may refuse future orders or cancel undelivered portions of current orders (with a refund) if it reasonably believes that you breached these Purchase Terms and Use Restrictions or engaged in fraud, infringement, or abuse.

## **13. Choice of Law; Venue; Jurisdiction**

These Purchase Terms and Use Restrictions and all matters arising out of or relating to them, including but not limited to tort and statutory claims, are governed by the laws of the State of Hawai'i, including its statutes of limitations, but without giving any effect to any conflict of laws provisions that would result in the application of a different jurisdiction's law.

Every lawsuit or proceeding arising out of or relating to these Purchase Terms and Use Restrictions must be instituted, prosecuted, and defended in the federal or state courts that are located in Honolulu, Hawai'i; and you irrevocably submit to the exclusive jurisdiction of those courts.

## **14. General**

### **14.1 Headings**

The headings in these Purchase Terms and Use Restrictions are for reference, only. They cannot be construed to affect any right or obligation under these Purchase Terms and Use Restrictions.

### **14.2 Entire Agreement**

These Purchase Terms and Use Restrictions, together with any related attachments, constitute the sole and entire agreement between you and HAR with respect to the Printed Copies and to all matters contained in these Purchase Terms and Use Restrictions. These Purchase Terms and Use Restrictions, together with any related attachments, supersede all prior or contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Printed Copies and to all matters contained in these Purchase Terms and Use Restrictions.

### **14.3 Amendment and Modification**

No amendment or modification of these Purchase Terms and Use Restrictions is effective unless it is in writing and signed by the party to be charged.

### **14.4 Third-Party Rights**

Nothing in these Purchase Terms and Use Restrictions will be deemed to be a grant by HAR of a license, sublicense, or other grant of a right to you to use any third-party right or any right under any third-party license that cannot be licensed, sublicensed, or otherwise granted without the consent of another party, unless you first obtain that consent.

### **14.5 No Relationship**

These Purchase Terms and Use Restrictions cannot be construed as creating any agency, partnership, joint venture, employment, or fiduciary relationship between you and HAR. Nor can these Purchase Terms and Use Restrictions be construed to imbue either party with authority to bind the other party to any other agreement or contract.

### **14.6 Reservation of Rights**

HAR reserves all rights not expressly granted to you under these Purchase Terms and Use Restrictions. No use by HAR of any Standard Form in any medium or manner will be deemed to interfere with the Printed Copies you purchased under these Purchase Terms and Use Restrictions.

**Date:** \_\_\_\_\_

[ ☐ ] **I have read and agree to** these Purchase Terms and Use Restrictions.

Buyer type [pick one]

[ ☐ ] **Licensee Buyer**---Hawai'i License No. \_\_\_\_\_.

[ ☐ ] **Landlord Buyer**—Using Standard Form Rental Agreement (RR301) only for property I own or for which I am the lawful custodian or caretaker (HRS Chapter 467).

Full name: \_\_\_\_\_

Email: \_\_\_\_\_