



RENEWABLE ENERGY ACT ADDENDUM
Hawaii Association of REALTORS® Standard Form
Revised 12/17 (NC) For Release 11/23



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Pursuant to Senate Bill 19 (2013), Relating to Renewable Energy, signed into law by Governor Abercrombie on July 3, 2013 as Relating to Renewable Energy Act 261 ("Act"), **Landlord hereby agrees with Tenant, and discloses and represents to Tenant, the following:**

1. Landlord owns, controls, operates, or manages a renewable energy system located on the Premises.
2. Landlord agrees to provide, sell, or transmit power generated from Landlord's renewable energy system to an electric utility or to Tenant on the Premises.
3. An interconnection to Landlord's renewable energy system, as defined in Section 269-141, HRS, is maintained with an electric public utility to preserve the Tenant's ability to be served by an electric utility.
4. Landlord does not use an electric public utility's transmission or distribution lines to provide, sell, or transmit electricity to Tenant from Landlord's renewable energy system.
5. The rate schedule or formula for the duration of the Rental Agreement shall be _____ per kilowatt hour for electricity provided to Tenant by Landlord's renewable energy system.
6. The rate charged to Tenant for the power generated by Landlord's renewable energy system shall be no greater than the effective rate charged per kilowatt hour from the applicable electric utility schedule filed with the Hawaii State Public Utilities Commission at the time a new Rental Agreement, or an amendment to an existing Rental Agreement, pertaining to Landlord's renewable energy system is signed by Landlord and Tenant along with these Special Provisions.
7. The Rental Agreement shall not abrogate any terms or conditions of applicable tariffs for termination of services for non-payment of electric utility services or rules regarding health, safety, and welfare.
8. If the Rental Agreement is contingent upon the purchase of electricity from Landlord's renewable energy system; any disputes concerning the requirements of these Special Provisions shall be resolved pursuant to the provisions of the Rental Agreement or Chapter 521, HRS, if applicable.
9. Wheeling, or the transportation of electricity through Landlord's renewable energy system, shall not be permitted.

Date	Tenant Signature	Name (print or type)
Date	Tenant Signature	Name (print or type)
Date	Landlord Signature	Name (print or type)
Date	Landlord Signature	Name (print or type)

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 Hawaii 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 see their own attorneys about Chapter 487A (and other laws that may apply).

