

# TENANT ATTACHMENT



*This attachment should be given to the Tenant prior to the submission of any offer and is not part of the Residential Lease Agreement's terms.*



# ATTENTION TENANT!

*You are entering into a legally binding agreement.*

- 1. Read the entire agreement *before* you sign it.
- 2. Review the Rules & Regulations, CC&Rs and all other governing documents, especially if the property is in a homeowner's association.
- 3. You are *strongly* urged to obtain Renter's Insurance.
- 4. Investigate all material (important) facts.
- 5. Read and understand your rights and obligations pursuant to the *Arizona Residential Landlord and Tenant Act*, a copy of which can be obtained at [www.azsos.gov](http://www.azsos.gov).

You can obtain information about considerations when renting or buying a property through the Buyer's Advisory at <http://www.aaronline.com>.

**Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any area of interest or concern in the transaction.** Be cautious about verbal representations, advertising claims, and information contained in a listing. *Verify anything important to you.*

**Tenant's Check List**



# RESIDENTIAL LEASE AGREEMENT

Document updated:  
February 2008



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. **LANDLORD:** Cluff Real Estate LLC or  as identified on Line 328.  
LANDLORD'S NAME(S)

2. **TENANT:** \_\_\_\_\_  
TENANT'S NAME(S)

3. Landlord rents to Tenant and Tenant rents from Landlord, the real property and all fixtures and improvements thereon and  
4. appurtenances incident thereto, plus personal property described below (collectively the "Premises").

5. Premises Address: \_\_\_\_\_

6. City: \_\_\_\_\_ AZ, Zip Code: \_\_\_\_\_

7. **Personal Property Included:**  Washer  Dryer  Refrigerator  Range/Oven  Dishwasher  Microwave

8.  Other: \_\_\_\_\_

9. **Occupancy:** The Premises shall be used only for residential purposes and only by the following named persons:

10. \_\_\_\_\_  
11. \_\_\_\_\_

12. **Assignment and Occupancy Restrictions:** Only persons listed above may occupy the Premises or any part thereof  
13. without Landlord's prior written consent. If Tenant attempts to sublet, transfer, or assign this Agreement and/or allows  
14. any persons other than those listed above to occupy the Premises without Landlord's prior written consent, such act  
15. shall be deemed a material non-compliance by the Tenant of this Agreement and the Landlord may terminate  
16. this Agreement.

17. **Addenda Incorporated:**  Lead-based Paint Disclosure  Inventory List

18.  Other: \_\_\_\_\_

19. **Term:** The lease shall begin on \_\_\_\_\_ at \_\_\_\_\_ and end on \_\_\_\_\_ at \_\_\_\_\_, at which time this  
MO/DAY/YR TIME MO/DAY/YR TIME

20. lease agreement shall automatically continue on a month-to-month basis, but with all other terms and conditions set forth herein  
21. remaining the same, unless either party provides written notice to the other of their intention to terminate the lease agreement.  
22. Notice to terminate the lease agreement at the end of the original term shall be given on or prior to the last rental due date of the  
23. original term. Notice to terminate, if on a month-to-month basis, shall be given thirty days prior to the periodic rental date specified in  
24. the notice. At lease termination Tenant shall return all keys/garage door/entry gate openers as described on Lines 107-108 and vacate  
25. the Premises.

26. **IF THE TENANT WILLFULLY FAILS TO VACATE THE PREMISES AS PROVIDED FOR IN THIS AGREEMENT, THE LANDLORD**  
27. **SHALL BE ENTITLED TO RECOVER AN AMOUNT EQUAL TO BUT NOT MORE THAN TWO MONTHS' PERIODIC RENT OR**  
28. **TWICE THE ACTUAL DAMAGES SUSTAINED BY THE LANDLORD, WHICHEVER IS GREATER, AS PROVIDED FOR IN THE**  
29. **ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT ("ARLTA").**

30. **Earnest Money Receipt:**  No Earnest Money is required.  
31.  Earnest Money is required in the amount of \$ \_\_\_\_\_ and shall be held by  
32. Broker named on Line 293 until offer is accepted. Tenant understands that,  
33. until offer is accepted, Landlord is entitled to lease the Premises to another Tenant.

34. **Form of Earnest Money:**  Personal Check  Cashier's Check  Other: \_\_\_\_\_

35. Upon acceptance of this offer by Landlord, Earnest Money will be deposited with:

36.  Broker's Trust Account Cluff Real Estate  
(PRINT BROKERAGE FIRM'S NAME)

37.  Landlord

38.  Other: \_\_\_\_\_

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TENANT	TENANT

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LANDLORD	LANDLORD



39. All earnest money shall consist of immediately available funds and is subject to collection. In the event any check for earnest money is
40. dishonored for any reason, at Landlord's option, Landlord shall be immediately released from all obligations under this Agreement by
41. notice to Tenant. Upon acceptance of this Agreement by all parties, all earnest money shall be deemed a security deposit.

42. Rent: Tenant shall pay monthly installments of \$ \_\_\_\_\_ plus any applicable sales taxes, which are currently
43. \$ \_\_\_\_\_ ; totaling \$ \_\_\_\_\_ ("Rent") to: \_\_\_\_\_
44. at: \_\_\_\_\_ .

45. The Rent and all other accrued charges shall be due and payable no later than 5 p.m. on the \_\_\_\_\_ day of each
46. month (regardless of weekends or holidays). Rent shall be payable in advance without deductions or offsets. Landlord is not required to
47. accept a partial payment of Rent or other charges. If the sales tax changes during the term of this Agreement, Landlord may adjust the
48. amount of Rent due to equal the difference caused by the tax change upon thirty (30) days notice to Tenant.

49. Rent Proration: If the first monthly installment is for a period other than the full month, the Tenant shall pay \$ \_\_\_\_\_ plus any
50. applicable sales taxes, of \$ \_\_\_\_\_ , totaling \$ \_\_\_\_\_ for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_.
MO/DA/YR MO/DA/YR

51. Note: The ARLTA prohibits a landlord from demanding or receiving security, however denominated, including, but
52. not limited to, prepaid Rent in an amount or value in excess of one and one-half month's Rent; however the
53. ARLTA does not prohibit a Tenant from voluntarily paying more than one and one-half month's Rent in advance.
54. The breakdown of the deposit amounts shown below is solely for the purpose of showing how such amounts
55. were calculated and does not limit Landlord's right to use all deposit amounts as permitted by the ARLTA.
56. Deposits may be placed in interest-bearing accounts, which interest shall be retained by the Broker or Landlord.
57. REFUNDABLE DEPOSITS SHALL NOT BE USED AS A CREDIT TOWARDS LAST MONTH'S RENT.

58. Initial Rent Payment: \$ \_\_\_\_\_

59. Refundable Security Deposit Due: "Security" is given to assure payment or performance under this Agreement. "Security" does not
60. include a reasonable charge for redecorating or cleaning.

61. Security deposit: \$ \_\_\_\_\_
62. Pet deposit: + \$ \_\_\_\_\_
63. Cleaning deposit: + \$ \_\_\_\_\_

64. Non-refundable Charges Due:

65. Cleaning Fee + \$ \_\_\_\_\_ (for additional cleaning and sanitizing of the Premises after Tenant vacates)
66. Redecorating Fee: + \$ \_\_\_\_\_ (for periodic repair/replacement of floor and window coverings, paint and
67. decorative items after Tenant vacates)
68. Pet Fee: + \$ \_\_\_\_\_ (for additional wear, tear and cleaning after Tenant vacates)
69. Other Fee: + \$ \_\_\_\_\_ (for Application Processing Fee-Paid by Tenant )

70. Tax Due:

71. Sales tax charged: + \$ \_\_\_\_\_ Tax rate 1.750 % Taxable amount \$ \_\_\_\_\_

72. Total Required Payment: \$ \_\_\_\_\_
73. Less earnest money - \$ \_\_\_\_\_ (becomes security deposit upon acceptance by all parties)
74. BALANCE DUE (CERTIFIED FUNDS): \$ \_\_\_\_\_

75. Refundable deposits will be held:  By Landlord  Broker's Trust Account \_\_\_\_\_
Cluff Real Estate LLC
BROKERAGE FIRM NAME

76. No refundable deposit shall be transferred from the Broker's Trust Account without ten (10) calendar days' written notice to the Tenant. If
77. deposits are held by Landlord, Tenant and Landlord agree to hold Broker harmless of all liability regarding said deposits. If the Premises
78. are surrendered to Landlord at the termination or expiration of this Agreement in a clean and undamaged condition acceptable to Landlord,
79. Landlord shall return the refundable deposits to the Tenant within the time period provided for in the ARLTA. However, if the Premises are
80. delivered to Landlord in an unclean, damaged or unacceptable condition, Landlord shall be entitled to retain all or a portion of the
81. refundable deposits and hold the Tenant liable for any additional charges.

82. Late Charges and Returned Checks: A late charge of \$ 50 + \$15 per diem for everyday after the 3rd day
83. shall be added to all Rent not received by the due date and shall be collectible as Rent. Tenant shall pay a charge of
84. \$ 50.00 for all checks returned from the bank unpaid for any reason, in addition to the late charge provided for on Line 82.
85. These additional charges shall be collectible as Rent. If a Rent check has been returned from the bank unpaid for any
86. reason, the Landlord shall be entitled to demand that all sums due pursuant to this Agreement be paid in the form of a
87. cashier's check or money order. >>

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LANDLORD LANDLORD



88. **Late or Partial Payments:** The acceptance by Landlord of any late or partial payment shall not change the due date or amount of  
89. any required payment in the future and shall not relieve Tenant of any obligation to pay the balance of the Rent and any applicable  
90. late fees or costs.

91. **Credit/Background Report(s):** A credit/background report(s) application fee of \$ 50 per occupant 18+ years old  
92. is due by separate payment and is non-refundable. This Agreement is conditioned on satisfactory verification and approval  
93. by Landlord of Tenant's employment, credit, banking references, income, past rental history, and criminal and/or other  
94. background check(s) prior to possession. Tenant consents to these credit/background check(s) by Landlord or Broker.  
95. Tenant shall complete a separate rental and/or credit application containing all the required information. Tenant warrants  
96. that the information is correct and complete and that Tenant has disclosed all pertinent information and has not withheld  
97. any information, including, but not limited to, poor credit, early terminations of leases, evictions or bankruptcy. Tenant's  
98. material falsification of any information provided to Landlord shall entitle Landlord to terminate this Agreement and pursue  
99. all applicable remedies, damages, court costs and reasonable attorneys' fees. The credit history of Tenant with respect to  
100. this Agreement may be reported to any credit bureau or reporting agency.

101. **Pets** (including, but not limited to animals, fish, reptiles or birds):

102.  No pets allowed. Tenant agrees not to keep or permit any pets on the Premises without prior written consent of the Landlord.

103.  Landlord hereby grants Tenant permission to keep the following described pet(s) on the Premises:

104. \_\_\_\_\_ and Tenant

105.  is required  is not required to maintain a liability insurance policy to cover any liability incurred due to pet with a  
106. minimum of \$ \_\_\_\_\_ coverage and cause Landlord to become an "additional insured" under the policy.

107. **Keys:** Landlord agrees to deliver to Tenant keys for Premises:  \_\_\_\_\_ Door  \_\_\_\_\_ Pool  \_\_\_\_\_ Mail Box

108.  \_\_\_\_\_ Entry Gate  Other: \_\_\_\_\_ and  \_\_\_\_\_ garage door openers upon possession.

109. The Tenant shall pay Rent and shall remain responsible for the security of the Premises until all keys and garage door  
110. openers have been physically returned to Landlord or otherwise satisfactorily accounted for by Tenant. Leaving  
111. keys/garage door opener/entry gate opener in or on the Premises will not be considered returned. Tenant agrees to pay all  
112. costs related to replacing lost or unreturned keys and/or garage door/entry gate openers. Tenant shall not change the locks  
113. or add a deadbolt lock without Landlord's written consent. Tenant acknowledges that unless otherwise provided herein,  
114. Premises have not been re-keyed.

115. **Utilities:** Tenant agrees to arrange, and pay for when due, all utilities except:

116. \_\_\_\_\_

117. **HOA Fees:** Homeowners' Association Fees shall be paid by:  Landlord  Tenant  Not applicable

118. **Maintenance Responsibility:** The following shall be the responsibility of the party indicated:

119. A. Pool Maintenance:

120. Cleaning/Routine Maintenance:  Landlord  Tenant  Association  Not applicable

121. Pool Chemicals:  Landlord  Tenant  Association  Not applicable

122. B. Routine Pest Control:  Landlord  Tenant  Association  Not applicable

123. C. Yard Maintenance:

124. Front Yard:  Landlord  Tenant  Association  Not applicable

125. Back Yard:  Landlord  Tenant  Association  Not applicable

126. D. Other: \_\_\_\_\_  Landlord  Tenant  Association  Not applicable

127. **Upkeep of the Premises:** Tenant has completed all desired physical, environmental or other inspections and investigations of the  
128. Premises and is satisfied with the physical condition, except as otherwise noted in writing. Tenant shall maintain the Premises in  
129. a neat and undamaged condition and, in particular, shall comply with applicable provisions of building codes, homeowner's  
130. association or other rules and regulations; maintain the Premises in a clean and safe condition; dispose of all ashes, rubbish,  
131. garbage and other waste; keep and use all plumbing and electrical, sanitary, heating, ventilating and air conditioning facilities and  
132. elevators and other facilities and appliances in a clean and reasonable manner; and generally conduct themselves and others in  
133. their charge, including pets, in a manner so as not to disturb their neighbors or in any way, deface, damage, impair or otherwise  
134. destroy any part of the Premises. Tenant shall immediately notify Landlord of any situation or occurrence that requires the  
135. Landlord to provide maintenance, make repairs, or otherwise requires the Landlord to take action as required by the ARLTA,  
136. including, but not limited to any moisture conditions from any source, leaks, evidence of mold/mildew, or of any inoperative  
137. mechanical, plumbing or electrical system or component thereof. In the event the Tenant notifies Landlord of any condition  
138. requiring the Landlord to make repairs or perform maintenance, such notice shall constitute permission from the Tenant for the  
139. Landlord to enter the Premises for the sole purpose of making the repairs or performing the maintenance requested. If Tenant  
140. fails to comply with such requirements, Landlord may make necessary repairs and submit a bill to Tenant subject to the provisions

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LANDLORD	LANDLORD



141. of the ARLTA. Tenant also agrees to replace furnace filters, air conditioning filters, light bulbs, water filters and smoke alarm and/or  
142. carbon monoxide detector batteries as frequently as conditions require, or as otherwise provided. Landlord agrees to maintain the  
143. Premises as provided in the ARLTA and shall comply with the requirements of applicable building codes, homeowner's association or  
144. other rules and regulations, make all repairs necessary to keep the Premises in a fit and habitable condition and maintain common areas.

145. **Crime-Free Provision:** Tenant, occupants, family, guests, invitees, or other persons under the Tenant's control shall not engage in or  
146. facilitate: (i) any acts involving imminent or actual serious property damage as defined by law; (ii) any criminal activity, including drug-  
147. related criminal activity, any act of violence or threats of violence, other illegal activity, including prostitution, criminal street gang  
148. activity, threatening or intimidating, unlawful discharge of firearms, or assault; (iii) jeopardize the health, safety and welfare of tenants,  
149. Landlord, Landlord's representatives, agents or others.

150. **VIOLATION OF THIS PROVISION SHALL CONSTITUTE A MATERIAL AND IRREPARABLE VIOLATION OF THIS AGREEMENT  
151. AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY.**

152. **Rules and Law:** Tenant has either received a copy of any rules, regulations, covenants, conditions and restrictions, homeowners'  
153. association rules, ordinances, and laws ("Rules and Law") concerning the Premises, or has made an independent investigation  
154. of the applicability of any such Rules and Law to Tenant's use of the Premises. If the homeowner's association, state, county,  
155. municipal or other governmental bodies adopt new ordinances, rules or other legal provisions affecting this Agreement, the  
156. Landlord may make immediate amendments to bring this Agreement into compliance with the law. In such event, the Landlord  
157. agrees to give Tenant notice that this Agreement has been amended and shall provide a brief description of the amendment and  
158. the effective date.

159. **Compliance with Rules and Law:** Landlord and Tenant agree to comply with the applicable Rules and Law concerning the  
160. Premises. Tenant agrees to supervise other occupants, family, guests, invitees, or other persons under the Tenant's control to  
161. ensure their compliance with the Rules and Law and shall be responsible for any actions of the foregoing who violate this  
162. Agreement or the applicable Rules and Law. Tenant shall immediately notify Landlord upon receipt of any notice of violation  
163. and shall pay any fines or penalties assessed by any governing body as a result of Tenant's noncompliance with Rules  
164. and Law.

165. **Swimming Pool Barrier Regulations:** Tenant agrees to investigate all applicable state, county, and municipal Swimming  
166. Pool Barrier Regulations and agrees to comply with said regulations while occupying the Premises, unless otherwise agreed  
167. in writing. If the Premises contains a swimming pool, Tenant acknowledges receipt of the Arizona Department of Health  
168. Services approved private pool safety notice. Landlord and Tenant expressly relieve and indemnify brokers from any and all liability  
169. and responsibility for compliance with any applicable pool barrier laws and regulations.

170. (TENANT'S INITIALS REQUIRED) \_\_\_\_\_  
TENANT TENANT

171. **Lead-based Paint Disclosure:** If the Premises were built prior to 1978, the Landlord shall: (i) notify the Tenant of any known  
172. lead-based paint ("LBP") or LBP hazards in the Premises; (ii) provide the Tenant with any LBP risk assessments or inspections  
173. of the Premises in the Landlord's possession; (iii) provide the Tenant with the Disclosure of Information on Lead-based Paint  
174. and Lead-based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the  
175. pamphlet "Protect Your Family from Lead in Your Home" (collectively "LBP Information").

176.  The Premises were constructed prior to 1978 and Tenant has received and executed the Disclosure of Information on  
177. Lead-based Paint and Lead-based Paint Hazards, and has received any reports, records, pamphlets, and/or other materials  
178. referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home."

179. (TENANT'S INITIALS REQUIRED) \_\_\_\_\_  
TENANT TENANT

180. OR

181.  Premises were constructed in 1978 or later.

182. (TENANT'S INITIALS REQUIRED) \_\_\_\_\_  
TENANT TENANT

183. **Smoke Detectors:** The Premises  does  does not contain smoke detector(s). If yes, Tenant shall maintain the  
184. detector(s) in working condition, change batteries and notify Landlord if the detector is not working properly or missing from  
185. the Premises.

186. **Carbon Monoxide Detectors:** The Premises  does  does not contain carbon monoxide detector(s). If yes, Tenant shall  
187. maintain the detector(s) in working condition, change batteries and notify Landlord if the detector is not working properly or  
188. missing from the Premises.

189. **Fire Sprinklers:** The Premises  does  does not contain fire sprinklers. If yes, Tenant shall notify Landlord if the  
190. sprinklers are not working properly or are missing from the Premises.

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LANDLORD	LANDLORD



- 191. **Alterations and Improvements:** Tenant shall not make any alterations or improvements to the Premises without Landlord's
- 192. prior written consent.
- 193. **Tenant Liability/Renter's Insurance:** Tenant assumes all liability for personal injury, property damage or loss, and insurable
- 194. risks. Landlord strongly recommends that Tenant obtain and keep renter's insurance in full force and effect during the full term
- 195. of this Agreement.
- 196. **Access:** Tenant shall not unreasonably withhold consent to Landlord or Landlord's representative(s) to enter into the Premises to
- 197. inspect, make necessary or agreed repairs, decorations, alterations or improvements; supply necessary or agreed services; or
- 198. exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. Landlord may enter the
- 199. Premises without consent of the Tenant in case of emergency. Landlord shall not abuse the right to access or use it to harass the
- 200. Tenant. Except in case of emergency or if it is impracticable to do so, Landlord shall give the Tenant at least two days' notice of
- 201. the intent to enter and enter only at reasonable times.
- 202. **Tenant Obligations upon Vacating Premises:** Upon termination of this Agreement, Tenant promises to surrender the Premises
- 203. to Landlord in the same condition as when the Agreement term commenced, reasonable wear and tear excepted; all debris will
- 204. be removed from the Premises; mail forwarded; and keys/garage door opener/entry gate opener returned to Landlord. Tenant shall
- 205. have all utilities on until after move-out inspection.
- 206. **Trustee's Sales Notice:** Landlord shall not allow the Premises to become the subject of a trustee's sale. Tenant shall notify
- 207. Landlord immediately upon receipt of any notice of trustee's sale. Tenant acknowledges that pursuant to law, Tenant's rights under
- 208. this Agreement may be terminated in the event of a trustee's sale.
- 209. **Death of Tenant:** Tenant may provide and update Landlord with the name and contact information of a person who is authorized to
- 210. enter the Premises to retrieve and store Tenant's personal property if the Tenant dies during the term of this Agreement. In the event of
- 211. Tenant's death during the term of this Agreement, Landlord may release Tenant's personal property pursuant to the ARLTA.
- 212. **Breach:** In the event of a breach of this Agreement, the non-breaching party may proceed against the breaching party in any
- 213. claim or remedy that the non-breaching party may have in law or equity.
- 214. **Attorney Fees and Costs:** The prevailing party in any dispute or claim between Tenant and Landlord arising out of or relating
- 215. to this Agreement shall be awarded all their reasonable attorney fees and costs. Costs shall include, without limitation, expert
- 216. witness fees, fees paid to investigators, and arbitration costs.
- 217. **Soldiers and Sailors' Civil Relief Act:** If Tenant enters into military service or is a military service member and receives military orders
- 218. for a change of permanent station or to deploy with a military unit or as an individual in support of a military operation for a period of
- 219. 90 days or more, Tenant may terminate this Agreement by delivering written notice and a copy of Tenant's official military orders
- 220. to Landlord. In such a case, this Agreement shall terminate 30 days after the next monthly rental payment is due. Military permission
- 221. for base housing does not constitute a change of permanent station order.
- 222. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Agreement shall be treated as an original
- 223. Agreement. This Agreement and any other documents required by this Agreement may be executed by facsimile or other
- 224. electronic means and in any number of counterparts, which shall become effective upon delivery as provided for herein,
- 225. except that the Lead-based Paint Disclosure Statement may not be signed in counterpart. All counterparts shall be deemed
- 226. to constitute one instrument, and each counterpart shall be deemed an original.
- 227. **Entire Agreement:** This Agreement, and any addenda and attachments, shall constitute the entire agreement between Landlord
- 228. and Tenant, shall supersede any other written or oral agreements between Landlord and Tenant and can be modified only by a
- 229. writing signed by Landlord and Tenant. The failure to initial any page of this Agreement shall not affect the validity or terms of
- 230. this Agreement.
- 231. **Time of Essence:** Time is of the essence in the performance of the obligations described herein.
- 232. **Waivers:** No waiver by Landlord of any provision herein shall be enforceable against Landlord unless in writing signed by
- 233. Landlord, nor shall it be deemed a waiver of any other provision herein or of any subsequent breach by Tenant of the same or
- 234. any other provision. Landlord's consent to or approval of any act shall not constitute a continuing consent to or approval of any
- 235. subsequent act by Tenant.
- 236. **Subordination:** This Agreement shall be subordinate to all present and future ground leases, mortgages, deeds of trust
- 237. trust and any other encumbrances consented to by Landlord and also to any modifications or extensions thereof. Tenant
- 238. agrees to execute any subordination agreements or other similar documents presented by Landlord within three (3) days
- 239. of presentation.
- 240. **Permission:** Landlord and Tenant grant Brokers permission to advise the public of this Agreement and the price and terms herein.
- 241. **Equal Housing Opportunity:** Landlord and Brokers comply with federal, state, and local fair housing laws and regulations.

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TENANT	TENANT

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LANDLORD	LANDLORD



242. **Construction of Language:** The language of this Agreement shall be construed according to its fair meaning and not strictly for  
243. or against either party. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and  
244. context. The use of the term Landlord in this Agreement shall include any Property Manager named on Line 329.

245. **Court Modification:** If any provision of this Agreement is found by a court to be invalid, illegal or vague, the parties agree that  
246. such provision shall be modified or stricken by the court to the minimum extent deemed necessary to make it valid, legal and  
247. enforceable and that all other provisions of this Agreement shall remain in full force and effect.

248. **Days:** All references to days in this Agreement shall be construed as calendar days and a day shall begin at 12:00 a.m. and  
249. end at 11:59 p.m.

250. **Notices:** Unless otherwise provided for by statute or by agreement of the parties, all notices herein shall be in writing and shall  
251. be delivered to Landlord at the address set forth on Line 318 and to Tenant at the Premises and shall be sent by registered or  
252. certified mail, or personally delivered. Such notice shall be deemed received on the date the notice is actually received or  
253. five (5) days after the date the notice is mailed by registered or certified mail, whichever occurs first.

254. **Additional Terms:**

255. 1.-Tenant(s) agree that all repairs and/or standard maintenance issues under \$50 will be  
256. paid by the Tenant(s).

257. 2.-Tenant(s) to replace air conditioner/heater air filter MONTHLY. Any damage caused to  
258. air conditioner/heater by tenant not using or not replacing air filter as specified will  
259. be FULLY RESPONSIBLE FOR PAYING TO REPAIR AND/OR REPLACE AIR CONDITIONER/HEATER.

260. 3.-The tenant is responsible for pest control. The property was pest free prior to  
261. tenant moving in and any treatment for pest will be paid in full by the tenant.

262. 4.-All unauthorized repairs, additions, modifications to any part of property will be  
263. billed to Tenant.

264. 5.-

265. \_\_\_\_\_  
266. \_\_\_\_\_  
267. \_\_\_\_\_  
268. \_\_\_\_\_  
269. \_\_\_\_\_  
270. \_\_\_\_\_

271. **Tenant Acknowledgment:** By signing below, Tenant acknowledges that: (i) A free copy of the Arizona Residential Landlord  
272. and Tenant Act is available through the Arizona Secretary of State's Office; (ii) The Landlord shall furnish upon move-in, a  
273. move-in form for specifying any existing damages to the Premises and Tenant shall return the completed move-in form to Landlord  
274. within five (5) days or \_\_\_\_\_ days of occupancy or Tenant shall accept the Premises in its existing condition; (iii) The  
275. Tenant is hereby notified that Tenant is entitled to be present at the move-out inspection; (iv) Tenant understands and  
276. agrees to the terms and conditions of this Agreement, and acknowledges a receipt of a copy of all 8 pages of the Agreement  
277. and any addenda.

278. **INDEMNITY AND RELEASE: THE PARTIES TO THIS AGREEMENT AGREE TO INDEMNIFY AND HOLD HARMLESS**  
279. **BROKERS, PROPERTY MANAGERS, AND ANY OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES OR EMPLOYEES**  
280. **FROM ANY LOSS, CLAIM, LIABILITY OR EXPENSE ARISING FROM INJURY TO ANY PERSON OR DAMAGE TO OR**  
281. **LOSS OF ANY PROPERTY, IN ANY WAY CAUSED BY THE PARTIES AND TENANT'S FAMILY, GUESTS, INVITEES,**  
282. **AGENTS, PETS OR OTHERS UNDER THEIR CONTROL.**

283. (TENANT'S INITIALS REQUIRED) \_\_\_\_\_ TENANT \_\_\_\_\_ TENANT

284. **Terms of Acceptance:** This offer will become a binding lease agreement when acceptance is signed by Landlord and a signed  
285. copy delivered in person, by mail, facsimile or electronically, and received by Broker named on Line 304 by  
286. \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m., Mountain Standard Time. Tenant may withdraw this offer  
287. at any time prior to receipt of Landlord's signed acceptance. If no signed acceptance is received by this date and time, this offer  
288. shall be deemed withdrawn and the Tenant's earnest money shall be returned.

289. THIS AGREEMENT CONTAINS 8 PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS.  
290. PLEASE ENSURE THAT YOU HAVE RECEIVED AND READ ALL 8 PAGES AS WELL AS ANY ADDENDA  
291. AND ATTACHMENTS.

>>

Initials  
TENANT | TENANT

Initials>  
LANDLORD | LANDLORD



292. Broker on behalf of Tenant:

293. PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE

294. FIRM ADDRESS CITY STATE ZIP CODE

295. TELEPHONE FAX EMAIL

296. Agency Confirmation: The Broker named on Line 293 is the agent of (check one):

297. [ ] the Tenant [x] the Landlord or [ ] both the Tenant and the Landlord

298. The undersigned agree to lease the Premises on the terms and conditions herein stated and acknowledge receipt of a copy hereof including the Tenant Attachment.

300. ^ TENANT'S SIGNATURE MO/DA/YR ^ TENANT'S SIGNATURE MO/DA/YR

301. ADDRESS

302. CITY STATE ZIP CODE

LANDLORD ACCEPTANCE

303. Broker on behalf of Landlord:

304. Chad Cluff CC405 Cluff Real Estate LLC CRLE01 PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE

305. 567 W 10th Street Mesa AZ 85201 FIRM ADDRESS CITY STATE ZIP CODE

306. (480) 252-4576 (866) 910-5672 Rent@CluffRE.com TELEPHONE FAX EMAIL

307. Broker is not authorized to receive notices or act on behalf of Landlord unless indicated on Lines 315-318 below.

308. Agency Confirmation: The Broker named on Line 304 is the agent of (check one):

309. [x] the Landlord exclusively, or [ ] the Landlord and the Tenant.

310. Property Manager, if any, authorized to manage the Premises and act on behalf of Landlord pursuant to separate written agreement:

312. Cluff Real Estate NAME TELEPHONE

313. Cluff Real Estate FIRM TELEPHONE

314. 567 W 10th Street Mesa AZ 85201 ADDRESS CITY STATE ZIP CODE

315. Landlord or the person authorized to act on behalf of the Landlord for receiving service of process, notices, and demands is:

316. NAME TELEPHONE

317. FIRM TELEPHONE

318. ADDRESS CITY STATE ZIP CODE

>>

TENANT TENANT

<Initials

Initials>

LANDLORD LANDLORD





319. **Landlord Acknowledgment:** Landlord has read this entire Agreement. The Landlord acknowledges that Landlord  
320. understands the terms and conditions contained herein. The Landlord accepts and agrees to be bound by the terms  
321. and conditions of this Agreement. The Landlord has received a signed copy of this Agreement and directs the Broker  
322. to deliver a signed copy to the Tenant, and to any other Broker involved in this Agreement.

323. **LANDLORD ACKNOWLEDGES THAT LANDLORD HAS PROVIDED THE REQUIRED INFORMATION ON RESIDENTIAL  
324. RENTAL PROPERTY TO THE APPLICABLE COUNTY ASSESSOR.**

325.  Counter Offer is attached, which is incorporated herein by reference. If there is a conflict between this Agreement and the  
326. Counter Offer, the provisions of the Counter Offer shall be controlling. (Note: If this box is checked, Landlord should sign  
327. both Agreement and Counter Offer.)

328. \_\_\_\_\_  
^ LANDLORD/PROPERTY MANAGER SIGNATURE MO/DA/YR ^ LANDLORD/PROPERTY MANAGER SIGNATURE MO/DA/YR

329. **Cluff Real Estate LLC** \_\_\_\_\_  
PRINT LANDLORD NAME PRINT LANDLORD NAME

330. **Cluff Real Estate** \_\_\_\_\_  
PRINT PROPERTY MANAGER NAME

331. **567 W 10th Street** \_\_\_\_\_  
ADDRESS ADDRESS

332. **Mesa** \_\_\_\_\_ **AZ** **85201** \_\_\_\_\_  
CITY STATE ZIP CODE CITY STATE ZIP CODE

333.  **OFFER REJECTED BY LANDLORD:** \_\_\_\_\_ ' \_\_\_\_\_  
MONTH DAY YEAR (LANDLORD'S INITIALS)

**For Broker Use Only:**  
Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_  
(MO/DA/YR)

TENANT TENANT

<Initials

Initials>

LANDLORD LANDLORD

