RENTAL AGREEMENT

owner, rents to Resident(s),		nt (Hereinafter "Management" for the premises located at
	unit #	, Arizona to be used solely for
the purpose of a personal residence by (Name each Occupant):	
(1)	Social Security Number	
(2)	Social Security Number	·
(3)	Social Security Number	·
(4)	Social Security Number	
for a term of month	a furnished \square unfurnished \square a	partment, and Resident(s) shall pay
rent, tax, charges and deposits as set foonly.	orth below. Occupancy is lim	ited to those persons named above
MONTHLY RENTAL CHARGES	<u>OTHER</u>	CHARGES AND DEPOSITS
Rent		Deposit
Pet Rent	Pet Depo	sit
Parking RentOther	Non-Ref	undable
		on Charge
	Non-Ref	
Subtotal City Sales Tax	Pet Sanit	zing Charge
(Applicable rate subject to change	<u>UTILIT</u>	ES
during lease term)		Gas Paid By: Owner
	Electric F	Paid By: Resident
TOTAL MONTHLY RENT \$		
OTHER TERMS AND CONDITION	IS.	
OTHER TERMS AND COMMITTON	•	

RENT PAYMENT	. The rent sha	ıll be \$	per month	plus applicable	e sales tax payable
in advance on or be	fore the 1st da	y of each mor	nth at the location desi	gnated by Mana	agement, which is
			certified check or mon		
No second party ch	ecks will be a	ccepted. Res	ident will pay as addi	tional rent no l	ater than the next
rental payment date	e: (1) \$		per day for each day a	fter the	that any
portion of the rent is	s delinquent; (2	2) \$	per day for each day a	sufficient fund	check returned by
the Resident's bank	and thereafter	all future ren	t and charges shall be	paid only in the	form of cashier's
			caused by damages di	•	
			nging an unauthorized		
			due may provide bas		
			dent further agrees that		
_	-	_	applied towards the va	_	
			rges and/or pet permit		congations of time
remai i greement (i.e. rent, unput	a deposits, end	inges und/or per perime	violations).	
UTILITY COST A	ADJUSTMEN'	T DURING I.	EASE TERM. Mana	gement shall ha	eve the right, upon
			ne total rent due by an		
			ty and/or natural gas, i		acij iciatou te unij
			.,	Tr ····	
PARKING POLICE	CIES. Reside	ent agrees th	at only those vehicle	es (including tr	cailers and boats)
		_	ut separate written con	,	
	, ,	1 ,	1		
MAKE/MODEL	TYPE	YEAR	LICENSE NO.	STATE	SPACE NO.
-					
			reas for residents an		
designate: (1) N	o Parking are	as; (2) Whe	ther trailers, boats, o	r campers may	park and where
inoperable, abandon	ned or unautho	orized vehicle	s will be towed away	at the owner'	s expense after a
hour n	otice is posted	l on vehicle.	The 24-hour notice do	oes not apply to	vehicles that are
parked in a space as	ssigned to anot	ther resident, p	parked in a marked tov	w-away zone or	parked to impede
traffic or trash colle	ection easemen	its. Vehicles	parked in this manner	will be towed a	away immediately
			gement pays resident'		
_	-		e immediately due and		_
			e done with Managem		
	-		s must be parked in pa	-	
			nage asphalt, etc. Veh		
-	-		n. Management may e	-	
\$	fine for repeat				
	Tille for rebear	. OHGHUGIS.			

<u>ACCESS</u>. Management will not enter Resident's unit without prior 48-hour notice except to deal with an emergency. Resident further agrees that this notification to Management of service or maintenance request grants Management authority to enter the unit at all reasonable times for the purpose of that request, and Management must have advance written permission from Resident to open Resident's unit for others (i.e. delivery personnel, service personnel, friends, etc.). Resident is aware that under these circumstances, Management is not responsible for lost or stolen articles. Resident allows that the property may be shown during the last thirty (30) days of the tenancy to prospective residents, buyers, or others with a 24-hour phone notice. Resident acknowledges that it is impractical to give 48 hours written notice during this last thirty-day time period and shall allow access as agreed herein.

RESIDENT'S POLICIES. (A) Resident shall not decorate or alter the unit, patio or balcony area, change door locks, add a new lock, have a waterbed, sublet, or park a motorized vehicle in the apartment without written permission from Management. (B) Resident further agrees to comply with state statutes and city ordinances which are applicable to the premises. (C) Resident shall show due consideration of his neighbors and not interfere with other residents' quiet enjoyment, and Management shall be sole judge of acceptable conduct. (D) Resident has carefully inspected the premises and finds them to be in a clean, rentable, undamaged condition except as may be noted otherwise in the unit inventory Resident agrees to exercise reasonable care in the use of the premises and maintain and redeliver the same in a clean, safe and undamaged condition. (E) Guest(s) of the Resident are limited to _______ per apartment and must have Management's written consent if they stay in the apartment more than ______ days.

ABANDONMENT. Abandonment means absence of the Resident from the dwelling unit without notice to Management for at least seven (7) days if rent for the unit is outstanding and unpaid for ten (10) days and there is no reasonable evidence, other than the presence of the Resident's personal property that the Resident is occupying the unit. Such abandonment shall not constitute a "surrender" without the consent of Management, and in the event of abandonment, Management shall be entitled to all remedies at law or in equity, which provides that if personal property is abandoned by the Resident and determined by Management to be of less value than the cost of moving, storage and conducting a sale of such personal property, Management may destroy or otherwise dispose of any or all of the abandoned property.

<u>COMMUNITY POLICIES</u>. The community policies, if applicable, are for the mutual benefit of all residents and are deemed a part hereof of this Rental Agreement and violations or breaches of any community policy shall constitute a default under the Rental Agreement.

<u>DISCLOSURE</u>. _____ is the Owner under this Lease and service of process can be made through its statutory agent. All other notices must be in writing and delivered to the Manager's Office during regular business hours or sent by registered or certified mail to the Manager's Office during regular business hours, except as may be provided by Addendum to this Lease.

OPTION TO RENEW/RENT INCREASE. At expiration of this Lease, this Lease will automatically renew on a month-to-month basis under the same terms and conditions unless Resident gives Management a 30-day prior written notice of Resident's intent to vacate by delivering to Management a vacate notice, or unless Management, at its sole option, chooses to not renew this Lease, and in such case, Resident agrees to vacate on the expiration date of the Lease. The rent may increase upon the expiration date if a 30-day prior written notice of such an increase is provided to Resident. A specific length lease of greater than one month, but no longer than one year, may be required for continued occupancy.

INDEMNIFICATION. Management shall not be liable for any damage or injury to the Resident(s) or any other person, or to any property, occurring on the premises, or any part thereof, or in the common areas thereof, unless such damages is the proximate result of gross negligence or unlawful act of Management, its agency, or employees and Resident agrees to hold Management harmless from any and all claims for damages no matter how caused, except for injury or damages for which Management is legally responsible. Resident shall be responsible for obtaining fire, extended coverage and liability insurance with respect to the contents of the apartment. Resident understands that Management's insurance does not cover Resident's belongings from losses not caused by Management's negligence and Management encourages Resident to obtain an all-risk policy in addition to marking all valuables for "Operation Identification".

<u>WAIVER</u>. Failure of Management to insist upon strict compliance with the terms of this Rental agreement shall not constitute a waiver of Management's rights to act on any violation.

<u>ATTORNEY'S FEES</u>. In the event of legal action to enforce compliance with this Rental Agreement, the prevailing party may be awarded court costs and reasonable attorney's fees.

SEVERABILITY. If any provision of this Rental Agreement is invalid under applicable law, such provisions shall be ineffective to the extent of such invalidity only, without invalidating the remainder of this Rental Agreement.

REMEDIES CUMULATIVE. All remedies under this Rental Agreement of by law or equity shall be cumulative.

SECURITY. Resident hereby agrees and acknowledges that Management and Owner shall not provide and shall have no duty to provide any security services to Resident or the community. Resident shall look solely to the public police force for security protection and Resident agrees and acknowledges that protection against criminal action is not within the power of Management and Owner, and, even if from time to time Management provides security services, those services cannot be relied upon by Resident and shall not constitute a waiver of, or in any manner, modify the above agreement. Management and Owner shall not be liable for failure to provide adequate security services or for criminal or wrongful actions by others against Resident, Resident's relatives or Resident's guests.

<u>TRANSFERS</u>. Military personnel on active duty may terminate the Rental Agreement upon receipt of orders transferring to another base, releasing from active duty, or ordering occupancy of government quarters. Resident agrees to give as much written notice as possible and rent will be prorated from the

notice date to move-out date. Assignment instructions for the voluntary occupancy of government quarters is not sufficient for termination of the Apartment Rental Agreement.

MOVE-OUT CHARGES. Resident agrees that move-out charges will be determined as follows:

- ◆ A. <u>RENT</u>. Resident must deliver a signed vacate notice at least thirty (30) days prior to move-out and fulfill the agreed upon terms of the Rental Agreement. <u>Month-to-Month Rental Agreements</u>. Resident agrees to pay rent for thirty (30) days from the next periodic rental due date from the date Resident delivers his notice. <u>Rental Agreements with more than thirty (30) days remaining</u>. Resident agrees to pay rent until the apartment is reoccupied or until the expiration of the rental agreement, whichever comes first.
- ◆ B. <u>INADEQUATE CLEANING</u>. If Resident does not complete the cleaning requirements listed as determined by Management, normal wear and tear excepted.
- ◆ C. <u>ADMINISTRATIVE CHARGES</u>. I agree to pay \$_____ to defray Management's administrative and marketing costs if "Resident does either of the following:
 - 1. Fails to fulfill the agreed upon term of the Apartment Rental Agreement, or
 - 2. Fails to deliver a written "VACATE NOTICE" to Management at least thirty (30) days prior to move-out.
- ◆ D. <u>PROPERTY DAMAGE</u>. Resident agrees that if apartment is not returned in the same condition as Resident received it, less fair wear and tear as determined by Management, Resident will be charged Management's cost to repair. Personal property remaining after move-out will be disposed of without accountability.
- ◆ E. <u>OTHER</u>. Resident agrees to pay any unpaid preparation fee, pet sanitizing fees, late charges, lost key charges or other unpaid charges at time of move-out. Failure to vacate on move-out date will cost me daily rent plus two months' rent or twice the Management's damages, whichever is greater as provided by law.

IMPORTANT: Management will first apply security and pet deposits to satisfy the charges listed above in Paragraphs A through E. HOWEVER, IF THESE DEPOSITS ARE INSUFFICIENT TO SATISFY THE TOTAL CHARGES, MANAGEMENT WILL SEND RESIDENT, AT THE MOST CURRENT ADDRESS RESIDENT GIVES MANAGEMENT, AN ITEMIZED BILL WHICH RESIDENT AGREES TO PAY PROMPTLY. MANAGEMENT AGREES TO RETURN ALL REFUNDABLE DEPOSITS IN ACCORDANCE WITH A.R.S. § 33-1321.

GENERAL PROVISIONS. No oral promises, representation or agreements have been made by Owner or Management. This Lease is the entire agreement between the parties and Management (including its employees, leasing personnel and other personnel) has no Authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on Owner or Management unless done in writing. Further, Resident may obtain a copy of the Arizona Residential Landlord and Tenant Act at the Arizona Secretary of State's Office. Resident may be present at a move-out inspection of the rental unit with written notice to the Landlord. Resident further acknowledges that he/she was provided a copy of the Federal Lead Hazard pamphlet and accepts responsibility for reading and understanding its contents.

<u>FAIR HOUSING ACCOMMODATIONS</u>. This community is dedicated to honoring Federal and Arizona Fair Housing laws. Accommodations will be made/allowed as reasonably necessary to the policies and regulations of the community in order to enable Residents with disabilities to utilize the rental premises. The community reserves the right to require reasonable medical evidence of the disability and that the requested accommodation is necessary. The Resident may be required to restore the premises to their prior condition if failure to make restoration would interfere with the Owner's or next tenant's use and enjoyment of the premises.



ADDENDUM TO APARTMENT RENTAL AGREEMENT

For the first _____ month(s) of this Agreement, Management agrees to reduce the basic monthly rent by \$_____ per month with the understanding that in the event the Resident does not fully perform under the terms and conditions of this Lease. Resident agrees to return to Management any rent incentives herein accepted by Resident or reimburse Management for the full market value of said incentives.

AGREEMENT AND ACCEPTANCE. Resident agrees to (1) live within the spirit and letter of this entire Agreement including the Rental Application, the Apartment inventory, and Pet Agreement (if applicable), all of which are attached; (2) that each obligation of this Agreement is material and a violation of any obligation entitles Management to terminate this Agreement and/or exercise any other legal rights it may possess; (3) that the Resident designated below as "Agent" shall deliver the total rent due each month to Management, occupy the assigned parking space (is applicable) and receive any security refund (if applicable); and (4) upon written notice from Management, this Agreement will convert to a month-to-month tenancy if false and/or misleading information is contained in the Rental Application.

1. DROP BOX

Resident understands that they may use the night slot/drop box to tender their monthly rent. However, Resident uses it at their own risk. Management does not warrant security on the drop box should the rent be lost, stolen, or otherwise removed by a third party. Resident agrees to reimburse landlord immediately for the rent that was tendered.

2. RESIDENT PACKAGES

Resident understands that Management, as a courtesy to Resident, is allowing packages delivered to Resident to be left in Management's office. Management is not responsible for said package. It is Resident's duty to retrieve the package as quickly as possible. Resident releases Management from any liability other than Management's negligence in storing or keeping said packages. .

3. **SMOKERS**

Resident agrees that there shall be no smoking of cigarettes, cigars, etc. inside the rental property

at any time. Any smoking must be done outside of the rental property. Resident agrees to pay management a fine of \$______ for a violation of this provision and further understands that this is grounds for noncompliance of the Lease Agreement and all possible resulting legal ramifications.

4. SATELLITE DISHES

Resident agrees that if Resident elects to install a satellite dish they shall comply with all FCC regulations and any other restrictions that Management may prohibit regarding the placement of said satellite dish. Management will not unreasonably prohibit the placement of said satellite dish but will require the Resident to fully comply with all regulations and/or conditions that include but are not limited to no holes being drilled in outside walls, roofs, or windows and balcony railings. Furthermore, no part of the dish or antenna can extend beyond the balcony railing line, which is in the sole exclusive use of the Resident. Resident further understands that they must obtain insurance naming the Landlord as beneficiary and in an amount set by the landlord.

5. TENANT LIABILITY/RENTER'S INSURANCE.

Resident assumes all liability for personal injury, property damage or loss, and insurable risks. Management strongly recommends that Resident obtain and keep renter's insurance in full force and effect during the full term of this Agreement.

6. RULES, REGULATIONS AND APPLICABLE LAW.

Both Landlord and Tenant agree to comply with applicable laws, ordinances, regulations, Covenants, Conditions and Restrictions, and Homeowners' Association rules and regulations concerning the premises. Tenant agrees to supervise Tenant's family, guests and invitees to insure their compliance with these rules, regulations, and laws. Tenant shall be responsible for any actions of Tenant's family, guests and invitees who violate this Agreement or Landlord's rules or regulations, pursuant to A.R.S. § 33-1368(G). Tenant is responsible for any fines or penalties assessed by any governing body as a result of "Tenant's violation of any of these rules, regulations, and laws. The Tenant has either received a copy of any rules, regulations, and laws concerning the premises, or has made an independent investigation of the applicability of such rules, regulations and laws as to the Tenant's use of the premises. If the state, county, municipal or other governmental bodies adopt new ordinances, rules or other legal provisions affecting this Agreement, the Landlord may make immediate amendments to bring this Agreement into compliance with the law. In such event, the Landlord agrees to give Tenant written notice that this Agreement has been amended and shall provide a brief description of the amendment and the effective date. A.R.S. § 33-1342(C).

7. JURY TRIAL WAIVER

Resident and Landlord agree that in the event of any litigation including a Special/Forcible Detainer action or civil litigation that the parties waive their rights to a jury and agree that the matter may be heard by a Judge. .

8. COLLECTION AGENCY CHARGES

Resident agrees that in the event they default in their Lease Agreement and their account is

turned over to a collection agency, they shall pay the costs of the collection agency in addition to the full amount due the Landlord for breach of the lease agreement. .

9. FIREARM RESTRICTIONS

Resident agrees that if they own a firearm, it will not be loaded at any time while on the premises. Furthermore, the firearm must be holstered at all times and can only be in the Resident's vehicle or the Resident's apartment and not anywhere in the common areas of the rental property.

10. PETS No pets allowed. Tenant agree prior written consent of the Lar Landlord hereby grants Tenant	ndlord.			-
11. MISCELLANEOUS MATTERS:	The follo	wing shall be	the responsib	ility of the party
indicated:		C	1	, ,
A. Pool Maintenance	Landlord	☐ Tenant	Association	☐ Not applicable
B. Pest Control	Landlord	Tenant	Association	Not applicable
C. Yard Maintenance	Landlord	Tenant	Association	☐ Not applicable
D. Homeowner's Association Fees:		Landlord	☐ Tenant	Not applicable
E. Miscellaneous:		Landlord	Tenant	☐ Not applicable
Resident:	<u>Mar</u>	nagement (Aut	horized Agent	for the Owner)
Resident/Agent				
	(Tit	le)		
Resident Date:	_ Mai	nagement Date	:	

CRIME FREE ADDENDUM TO RENTAL AGREEMENT

In consideration of the execution of or renewal of a Lease of the unit identified in the Rental Agreement, the parties agree as follows:

- 1. Tenant, any member of the Tenant's household or a guest or other person under the Tenant's control shall not engage in criminal activity including drug-related criminal activity on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act {21 U.S.C. 02}).
- 2. Tenant, any member of the Tenant's household, or a guest of another person under the Tenant's control **shall not engage in any act intended to facilitate criminal activity.** including drug-related criminal activity on or near the said premises.
- 3. Tenant or members of the household <u>will not permit the unit to be used for or to facilitate criminal activity</u>, including drug-related, regardless of whether the individual engaging in such activity is a member of the household or guest.
- 4. Tenant, any member of the Tenant's household or guest, or another person under the Tenant's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance as defined in A.R.S. § 13-3451, at any locations whether on or near the premises or otherwise.
- 5. Tenant, any member of the Tenant's household, or a guest or another person under the Tenant's control shall not engage in any illegal activity, including prostitution, as defined in A.R.S. § 13-1211, criminal street gang activity as defined in A.R.S. § 13-105 and 13-2308, threatening or intimidating as prohibited in A.R.S. § 13-1202, assault as prohibited in A.R.S. § 13-1203 including but not limited to the unlawful discharge of firearms, on or near the premises or any breach of the rental agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage, as defined in A.R.S. § 33-1368(A).
- 6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY. A single violation of any of the provisions of this added Addendum shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that a single violation shall be good cause for immediate termination of the rental agreement under A.R.S. § 33-1368. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.
- 7. In case of conflict between the provisions of this Addendum and any other provision of the Rental Agreement, the provisions of the Addendum shall govern.

8.		izes Landlord to use all trials for violation of this	police generated reports Addendum.	as direct evidence in all
9.	This ADDENDUM is between Landlord and		Rental Agreement execut	ed or renewed this date
	DATED THIS	day of		
	Landlord:			
	Resident:			

NOTICE AND DISCLOSURE REGARDING MOLD (RENTAL)

There has been some recent publicity regarding the existence of certain types of toxic and non-toxic mold and similar organisms in homes, apartments and commercial buildings. Current information indicates that some types of mold may cause severe health problems for certain individuals.

Real estate agents are not trained to identify mold or similar conditions. Mold is not detectable by a real estate agent – sometimes not even by a professional home inspector or pest control inspector. It is even possible that a property could have a serious but hidden mold problem unknown to the seller.

The only way to provide any reasonable assurance that a property does not have mold or other health hazard problem is to retain the services of an environmental expert who will conduct specific tests. Normally, these tests will consist of an interior and exterior examination for airborne spores, and a carpet test, though other procedures may be necessary. Any visible mold should be professionally evaluated.

Since most varieties of mold thrive on moisture, it is extremely important that you report all water leaks to the landlord or property manager in a timely manner. It is also your obligation to report any signs of mold or unusual odors in the property.

If the presence of mold is a material matter, you must conduct any and all inspections or tests prior to signing a lease.

By signing below, Tenant acknowledges receipt of this notice.

	•	
Property Address:		
Tenant:	Date:	
Tenant:	Date:	
Landlord:	Date:	
Landlord:	Date:	

ADDENDUM TO RENTAL APPLICATION, AGREEMENT AND RECEIPT FOR DEPOSIT

PROPERTY ADDRESS:	
TENANT(S):	
LANDLORD(S):	
DATE:	
ADDITIONAL TERMS AND CONDITIONS:	
· ·	must provide Tenant with a signed copy of his/her lease and a operty. Tenant is herby given written notice that they may be
Tenant may obtain a copy of the Arizona Reside State's Office, 602-542-4086.	ential Landlord and Tenant Act from the Arizona Secretary of
Landlord	Landlord
Tenant	Tenant

INCR	PARKS	Car	hon	Dogu	innet!

RENTAL PROPERTY MOVE-IN CHECKLIST

Property Address						/	
				State		Zip	
				Inspected By			
Move-Out Date							
	MOVE IN OK NOT COMMENTS		VEOUT -		MOVE IN OK NOT	COMMENTS	MOVE OUT OK NOT
HEAT/PLUMBING	3 -			KITCHEN			
Heating				Walls-Ceiling			
Air Cond.				Floor			
Water Heater				Doors			
Plumbing				Outlets / Switches			
Washer/Dryer	\Box \Box \Box			Light Fixtures		-	
AN TO PERSONAL PROPERTY.				Windows/Latches		-	
SAFETY				Screens/Shades			—
Door Locks				Window Coverings		-	$$ \Box \Box
Smoke Detectors	\Box \Box \Box			Oven/Range		-	——旦旦
Fire Extinguisher	\Box \Box \bot			Fan/Light/Controls			
				Refrigerator	닏닏		
EXTERIOR				Dishwasher			
Garage/Car Port				Disposal	జ		
Landscaping	PP			Counter Tops			
Pool/Spa				Sink Faucets			<u> </u>
				Cabinets/Other			
	$\Box\Box$			BATHROOMS			
			ш	Competicitions and an extension			
ENTRY/LIVING/E	NAUNO ADEAC			Walls/Ceiling		91	
	INING AREAS			Floor 'Doors			=
Walls/Ceiling				Outlets/Switches			
Floor Coverings	HH			Light Fixtures			
Front Door	HH			Windows/Latches			
Outlets/Switches	HH			Exhaust Fan			
Light Fixtures Windows/Latches	HH —			Mirror/Towel Racks			
				Shelves/Cabinets			
Screens			H	Tub/Shower			
Window Coverings Closets	77		ī	Basin/Faucets			
Fireplace/Other	55			Toilet/Other			
- Ireplace/Other	MOVE IN	MOVE OUT	MOVE	N .	MOVEOUT	MOVE IN	MOVEOUT
	OK NOT	OK NOT	OK NO		OK NOT	OK NOT	OK NOT
BEDROOMS	Master Bedroom	Rg 3.00 - 40	Bedro	oom 2		Bedroom 3	
Walls					ועע		
Ceiling]			
Floor Coverings							
Doors				J		$\Box\Box$	
Outlets/Switches]			
Light Fixtures							
Windows/Latches							
Screens/Shades]			
Window Coverings							
Closets /Other							
Tenant agrees wit	h the move-in conditions	noted above and	d under	stands that all discre	epancies at	time of move -out	, other than
normal wear and	tear, will be deducted from	n Tenant's secur	rity depo	osit.			WAREL TOWN
			and state of the second	Owner		Date	
normal wear and	h the move-in conditions tear, will be deducted from	n Tenant's secui	d unders	osit.			