

# ARIZONA RESIDENTIAL RENTAL AGREEMENT

Tenant agrees to pay Rent to the Landlord during the Term hereof in exchange for use of the Premises, pursuant to the terms below. The parties hereto intend, and contractually agree, that these terms shall supercede statutes, case law and rules of procedure, unless expressly and specifically prohibited by law.

**Landlord/Owner:** c/o KRK Realty, Inc., 8010 E. McDowell, #111, Scottsdale, Arizona 85257

**Manager:** KRK Realty, Inc., Attn: Kevin Kirkwood  
8010 E. McDowell, #111, Scottsdale, Arizona 85257; 480-361-5202

**TENANT(S):** \_\_\_\_\_  
Person(s) who have signed below. Tenants, whether one or more, herein referred to as Tenant)

**OCCUPANTS:** \_\_\_\_\_  
(Persons, other than Tenant, who are authorized to occupy the Premises, but who have not signed this agreement, i.e., children)

**PREMISES:** \_\_\_\_\_  
including appliances, fixtures and improvements thereon, all appurtenances incident thereto, and the following Personal Property "as is" (see "Personal Property," below): Range/oven, microwave oven, refrigerator, clothes washer & dryer and dishwasher.

**UTILITIES:** Tenant shall pay for all utilities (see "Utilities and Services," below).

**TERM:** Tenancy shall begin \_\_\_\_\_ and end on \_\_\_\_\_. Tenant must give written notice to Manager no later than \_\_\_\_\_ in year of end date or Premises may be leased to another tenant and Tenant will be unable to renew or extend tenancy beyond termination date above.

**TERMINATION:** Tenancy shall end on lease end date listed as the ending term date. Extensions will be offered in one year increments only.

**RENT:** \$ \_\_\_\_\_, plus monthly taxes (Tempe 1.8%, Phoenix 2%, and Scottsdale 1.65%) of \$ \_\_\_\_\_, for total of \$ \_\_\_\_\_ per month, due on the first (1<sup>st</sup>) day of each month (**Rent Due Date**). If less than a full month, the prorated first month's RENT shall be \$ \_\_\_\_\_ for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_.

**DEPOSITS/FEEs:** Security Deposit: \$ \_\_\_\_\_ Nonrefundable processing fee: \$ ~~XXXXXX~~ Total \$ \_\_\_\_\_

**Earnest Money:** \$ \_\_\_\_\_ earnest money (if any), to be credited toward amounts due upon acceptance, Evidenced by :  Cash,  Check,  Promissory Note,  Other \_\_\_\_\_

**Vehicles:** Tenant must park vehicles in garage or on the Premises in designated areas.

**Keys/Access:** KEYS \_\_\_\_\_ GARAGE DOOR OPENERS \_\_\_\_\_  
(See "Keys," and "Garage Door Openers," below)  
One "set" of keys includes:  Front Door,  Mailbox,  Pool,  Gate,  \_\_\_\_\_

**Yard Maintenance:** Landlord Tenant is responsible for yard maintenance (see below).

**Pool:**  N/A  
 The Premises contain a swimming pool, community pool and/or spa. Landlord Tenant is responsible for pool/spa maintenance (see below).

**HOA:**  N/A  
 The Premises is part of and subject to a Homeowners' Association.

Use of the Premises is restricted by the Covenant, Conditions and Restrictions (CC&R's) and any Rules and Regulations adopted by the Association. Tenant's signature below acknowledges receipt of a copy of the CC&R's. Tenant agrees to comply with and abide by the CC&R's and to pay upon demand all fines and fees incurred for violation thereof. Tenant should read all the restrictions in the CC&R's, but some restrictions may prohibit overnight parking of Vehicles on the street and/or in the driveway, adding or removing trees and/or plants in the front yard, and/or storing personal property in the front yard (i.e., potted plants, fountains, yard monuments, etc.). Landlord shall pay for the periodic Homeowners' Association dues.

Tenants' Initials: T1: \_\_\_\_\_ T2: \_\_\_\_\_ T3: \_\_\_\_\_

- Lead Paint:**     The Premises were built after 1978; there are no known lead-base paint hazards.  
 **The Premises were built before 1978; there are no known lead-base paint hazards.** See separate Lead-Based Paint Addendum.
- Real Estate License**     N/A  
 The Owner (or one or more principals of the Owner) holds an Arizona real estate salesperson's and/or broker's license.

**SUMMARY OF AMOUNTS DUE**

\$ \_\_\_\_\_ First Month's Rent  
 \$ \_\_\_\_\_ Security Deposit  
 \$ \_\_\_\_\_ Nonrefundable Processing Fee  
 \$ \_\_\_\_\_ Nonrefundable Application Fee  
 \$ \_\_\_\_\_ Taxes  
 \$ \_\_\_\_\_ Subtotal  
 \$ ( \_\_\_\_\_ ) Less Earnest Money  
 \$ \_\_\_\_\_ **Balance due**

N/A = Not Applicable to this Agreement and/or this tenancy.

- 1. Utilities and Services.** Tenant shall pay for **all** utilities and services, including pest control, and be responsible for any connection fees, deposits, etc., incident thereto. Tenant shall not instruct any utility company to disconnect and/or discontinue any utilities or services without Landlord's prior written approval. Failure by Tenant to maintain utilities (i.e., water, electric, gas, etc.), including the failure to pay utility provider and/or any other conduct that results in turn-off of water, electricity or gas, shall be deemed a noncompliance materially affecting health and safety. In the event Landlord pays, voluntarily or involuntarily, all or part of Tenant's account balance to one or more utility companies, the Landlord shall be entitled to recover said amount from Tenant, including disconnect and/or connection fees, and an administrative fee equal to twenty-five percent of the amount paid by Landlord. Except for intentional or grossly negligent conduct by Landlord, Tenant releases and holds Landlord harmless for, and Tenant expressly assumes all risk caused, related to or associated with the interruption, surge or failure of utility services to the Premises and any damages related directly or indirectly thereto.
- 2. Rent. Time is of the essence of this agreement.**
- a. Unless otherwise provided above, Rent, in the amount shown above, shall be due on the **first (1st)** day of the month. Rent is payable in advance, without deductions or offsets. Rent is payable in U.S. currency only. Late Fees, Returned Check Charges, Notice Fees, and all other amounts due under this Agreement are collectible as rent and are collectively referred to herein as "Rent."
  - b. Rent checks shall be made payable to **KRK Realty, Inc.** Rent may be hand-delivered (on-site drop box is available) or mailed to Manager, but Rent is deemed received only upon actual receipt by Landlord. If Rent is paid in cash, it must be done in person and directly to Manager. If Rent is sent by mail, Tenant assumes all risks thereof, including delays and post office errors. Rent shall be sent to the address shown for Landlord (above) or to any other address subsequently provided to Tenant in writing. By providing Tenant with at least five days advance notice, Landlord may, at Landlord's option, demand that Tenant pay Rent by cashier's check, certified funds, money order or other form of payment specified in the written notice.
  - c. Tenant's promise to pay Rent for the Term specified above shall survive termination of this agreement; termination of this agreement by either party may terminate Tenant's right to possess and occupy the Premises, but shall not relieve Tenant of liability for Rent due for the Term specified above unless another intent is clearly stated in writing.
  - d. Pursuant to A.R.S. § 33-1314(E), Landlord may adjust the monthly rent with thirty days notice if the rental tax rate is changed by the municipality during the Term hereof.
- 3. Late Fees.** Rent payment not received by Landlord by the **THIRD (3<sup>rd</sup>)** day of the month and thereafter Daily Late Fees equal to **ten dollars (\$10.00)** per day shall accrue. Late Fees are in addition to other applicable fees (i.e., Notice Fee, Drive-by Fee, etc.) and are collectible as Rent. Late Fees accrue separately and independently for each month Rent is late; for example, if Rent is past due for two months, the Initial Late Fee and the Daily Late Fees shall be assessed for the first delinquent monthly rent and a separate Initial Late Fee and Daily Late Fees shall be calculated and assessed for the second delinquent monthly rent. Late fees shall continue to accrue until the last day of the Term hereof. If a lawsuit is filed that terminates Tenant's right to use, possess and control the Premises, then late fees on Rent included in the judgment shall no longer accrue, but late fees shall accrue on Rent not included in the judgment until the end of the Term hereof. Acceptance of one or more Late Fee payments does not waive the "time of the essence" provision of this Rental Agreement. Assessment of this late fee shall not impair Landlord's right to issue a 5-Day Notice to Pay or Quit on the day following the Rent due date. Repeated late payments shall be deemed a material noncompliance; "repeated late payments" are defined hereunder as monthly rent being received by the landlord five or more days after the due date for two or more months in a calendar year.

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4. **Pets.** NO PETS ALLOWED. Tenant is responsible for any damage to the Premises and/or persons which may result from having a pet on the Premises for any length of time. Bringing a pet onto the Premises, even temporarily, is a material noncompliance with the Rental Agreement. Under no circumstances shall Tenant keep or allow on the Premises for any length of time: vicious or dangerous animals; aggressive animal breeds, including but not limited to pit bull or rottweiler; reptiles that are venomous or capable of biting humans and/or killing small animals; venomous or stinging insects or spiders; noncompliance shall constitute a noncompliance materially affecting health and safety. This provision does not prohibit medically required assistive animals; Tenant shall be responsible for any damage to the Premises and/or persons caused by an assistive animal.
5. **Smoking.** NO SMOKING ALLOWED. Smoking in or on anywhere on the Premises IS NOT permitted. Tenant is responsible for any damage to the Premises which may result from smoking inside the Premises for any length of time, including repainting of one or more rooms and/or cleaning of window coverings. Smoking in the Premises is a material noncompliance with the Rental Agreement.
6. **Returned Check Fee.** If any check tendered by or on behalf of Tenant is returned by the bank for any reason, Tenant shall pay a **fifty dollar (\$50.00)** Returned Check Charge, in addition to applicable Late Fees, which shall accrue from the date Rent first became due until cash, draft or other acceptable form of payment (as specified by Landlord) is received by Landlord. In the event of a returned check, the parties agree that the Landlord may demand payment of the returned check and/or all future Rent payments to be made by certified check, cashier's check, money order or, at Landlord's option, cash. Returned Check Charges are collectable as Rent.
7. **Notice Fees.** In the event Tenant fails to pay Rent when due and Landlord issues a Five-Day Notice to Pay or Quit, Tenant shall be charged a Notice Fee in the amount of **\$50.00** to cover preparation thereof. A Notice Fee may also be charged for providing notice of any noncompliance or breach and for any notice required by law to be provided to Tenant. Notice Fees are collectable as Rent and are in addition to other fees (i.e., Drive-by Fee, Late Fee, etc.). In the event landlord incurs postage or personal delivery charges, Landlord may recover the actual cost thereof. If Tenant has provided Landlord with multiple addresses where notices are to be sent, then Landlord may recover the actual cost of postage and/or personal delivery charges to each address. If multiple notices are sent for the same violation, the "cure period" stated in the notice (if applicable) will commence based upon the first notice and will not be extended if additional copies of the notice are subsequently received.
8. **Cleaning, Maintenance and Repair Fees.** In the event Tenant vacates the Premises without performing cleaning, maintenance and/or repairs that are Tenant's responsibility, then Landlord shall have the option to: (1) hire a licensed or unlicensed person(s) or company to perform the task and Landlord may then bill Tenant for the cost thereof and/or deduct the cost from deposits the Landlord is holding or (2) Landlord, if willing and able to do the task, may do all or part of the work and may charge Tenant **\$30.00** per hour or, if more, an hourly rate equal to that charged by other persons or companies for the same type of work.
9. **Drive-by Fee.** In the event Landlord (or an agent therefor) is required to drive to the Premises to: (1) deliver a notice as the result of a Tenant noncompliance, (2) to pick-up rent if rent is overdue, (3) to let Tenant into the Premises if Tenant has lost or misplaced a key, or (4) for any reason resulting from Tenant's negligence or noncompliance herewith, then Tenant shall be charged a **\$50.00** Drive-by fee. The Drive-by Fee shall be in addition to other applicable fees (i.e., Late Fees, Notice Fees, etc.) and is collectable as Rent.
10. **Missed Appointment Fee.** In the event an appointment is scheduled whereby Landlord is to meet Tenant at the Premises or some other location and Tenant fails to appear for the appointment within fifteen minutes of the scheduled time, then Tenant shall be charged a Missed Appointment Fee equal to **\$50.00**, shall be in addition to other applicable fees (i.e., Late Fees, Notice Fees, etc.) and is collectable as Rent.
11. **Holdover Rent.** Rent shall automatically increase **FORTY PERCENT ( 40%)** on all holdover periods, shall remain valid for the duration of the holdover period and shall be collectable as Rent. This provision shall not limit the Landlord's remedies provided by A.R.S. § 33-1375. Tenant shall indemnify Landlord for all damages and expenses incurred and shall reimburse Landlord for payment of all reasonable settlements made by Landlord with third-parties (i.e., other tenants) as a result of Tenant holding over.
12. **Deposits.** Unless otherwise stated above, all deposits will be held by **Manager**. Any interest earned on Tenant's Deposits shall belong to Landlord; no interest shall be paid by Landlord to Tenant on Tenant's Deposits. Tenant shall not be entitled to use any portion of any deposit as a credit for rent and tenant is expressly prohibited from using all or any part of Tenant's Deposits for all or part of the last month's rent without Landlord's prior written authorization. If, during the term of tenancy, any portion of any type of deposit is applied by Landlord toward any of Tenant's financial obligations hereunder, then, within ten (10) days after written demand therefor, Tenant shall deposit with Landlord an amount sufficient to restore the deposit to the original amount; failure to do so, shall be a material noncompliance with this Rental Agreement. Each Tenant hereunder agrees that the Tenant Deposits will be refunded and, unless provided elsewhere herein or prior written instructions signed by all Tenants is provided to Landlord, the refund check (if any) shall be made payable jointly to all persons who sign this Rental Agreement as Tenants, without regard to whether the Tenant's Deposits were paid by fewer than all of the Tenants and/or tendered by a third party on behalf of one or more Tenants.
13. **Nonrefundable fees.** The nonrefundable Processing Fee is to defray expenses incurred by Manager associated with consummating a new agreement with a new tenant, including: administrative expenses, advertising, correspondence, the initial move-in inspection, and review of property specific instructions.
14. **Keys.** Tenant shall be responsible for the security of the Premises until all keys have been returned to Landlord. Tenant shall not change, re-key the locks or add additional locks or security devices to Premises without Landlord's written permission; violation of this provision shall be a material noncompliance with the Rental Agreement. If re-keyed, Tenant shall provide a key to Manager

within five days; violation of this provision shall be a noncompliance with the Rental Agreement materially affecting health and safety. Unless all keys are returned to Landlord, Tenant agrees to pay Landlord **FIFTY DOLLARS (\$50.00)** per lock plus actual labor costs to cover the cost of re-keying the Premises.

15. **Garage Door Openers.** Tenant acknowledges receipt of the number of remote sending units indicated above for the garage door opener. Unless all garage door openers are returned, Tenant agrees to pay **\$100.00** to cover the cost of changing the remote control code and replacing **all** remote sending units. Tenant's vehicles must be parked inside the garage at night.

16. **Tenant Maintenance.**

(a) Pool Maintenance: Landlord is responsible for (or arranging and paying for) all pool and/or spa maintenance. Nevertheless, tenant is responsible for maintaining the proper water level in the pool and for cleaning of the pool after storms and/or needs cleaning between regularly scheduled cleaning. Tenant agrees that Landlord and/or Landlord's agents shall have access to the exterior of the Premises for this purpose without requiring advance notice. If Tenant restricts or otherwise interferes or hinders Landlord's maintenance efforts, then Tenant shall, after written notice by Landlord to Tenant, be responsible for all pool and/or spa maintenance, without any reduction in the amount of rent. Alternatively, if Tenant restricts or otherwise interferes or hinders Landlord's maintenance efforts, then Tenant's action shall be deemed a material noncompliance with this Rental Agreement and Landlord may commence eviction proceedings.

(b) Yard Maintenance: Landlord is responsible for (or arranging and paying for) all yard maintenance. Nevertheless, tenant is responsible for cleaning and/or maintaining of the yard after storms and/or when the yard needs maintenance between regularly scheduled yard maintenance. Tenant agrees that Landlord and/or Landlord's agents shall have access to the exterior of the Premises for this purpose without requiring advance notice. If Tenant restricts or otherwise interferes or hinders Landlord's maintenance efforts, then Tenant shall, after written notice by Landlord to Tenant, be responsible for all yard maintenance, without any reduction in the amount of rent. Alternatively, if Tenant restricts or otherwise interferes or hinders Landlord's maintenance efforts, then Tenant's action shall be deemed a material noncompliance with this Rental Agreement and Landlord may commence eviction proceedings.

(c) Tenant, at Tenant's expense, shall: keep the Premises and surrounding grounds clean, safe, in good order and in sanitary condition; exercise extreme care to prevent mold from forming (i.e., not allowing areas to become and remain wet/moist, etc.); have repaired any damages resulting from misuse or neglect, caused by you, your children, visitors or guests ("You"); have removed any stoppage in plumbing lines which You have caused; replace furnace and air conditioning filter every thirty days; be responsible for ensuring that smoke alarm(s) and carbon monoxide alarm(s) (if present) is/are operable at all times and shall check and replace alarm batteries as needed, but at least every six months and test each unit monthly and shall not remove batteries from alarms except to replace batteries and/or alarm maintenance; and replace unusable light bulbs. Tenant shall not go on the roof of the Premises.

(d) Tenant is responsible for the entire cost of maintenance, repairs or replacement parts, including glass (i.e., windows, glass doors, etc.), that are the result of negligence, recklessness, gross negligence or intentional acts of Tenant, Occupants, guests, visitors, invitees, trespassers and/or third-parties, and including criminal conduct by known or unknown third-parties.

(e) Failure to maintain the Premises shall be a material noncompliance with the Rental Agreement and, in addition to the other remedies provided herein and by law, Landlord may cause the same to be accomplished and bill Tenant, pursuant to A.R.S. § 33-1369. After tenancy terminates, funds may be withheld from deposits by Landlord to effect repairs, etc., that were Tenant's responsibility, but were not accomplished by Tenant.

17. **Repairs, Alterations and Improvements.** Tenant shall not paint any portion of the interior or exterior of the Premises. Tenant shall make no repairs, alterations, additions or improvements (unless they are minor, temporary and removal will leave no damage) to the Premises without Landlord's prior written consent. All authorized work shall be done only by licensed and bonded contractors or mechanics approved by Landlord. All alterations, additions, or improvements upon the Premises, made by either party, shall become the property of Landlord and shall remain upon and be surrendered with the Premises at the end of the term hereof. Unless otherwise agreed in writing, Tenant shall not be entitled to a reduction in Rent, offset, reimbursement or any other remuneration for the cost and/or any expense related to Tenant repairs, alterations, additions and/or improvements.

18. **Give notice of defects.** Tenant must provide immediate telephonic notice to Landlord regarding mold, leaks or moisture and, thereafter, provide written notice to Landlord thereof. For all other defects in/on the Premises that are not Tenant's responsibility to repair/maintain, Tenant shall notify Landlord in writing within five days. Failure to notify and/or timely notify Landlord shall subject Tenant to liability for damages sustained by Landlord as a result thereof. Tenant's, Occupant's and/or guest's interference or hindrance of Landlord's efforts to make repairs and/or maintain the Premises (interior or exterior) shall be deemed a material noncompliance or a noncompliance materially effecting health and safety, depending upon the nature of repair and/or maintenance to be performed.

19. **Condition of Premises.** Tenant has examined the Premises and, except as otherwise noted in writing, Tenant is satisfied with the physical condition of the Premises as they exist on the date of the move-in inspection and acknowledges that there are no pre-existing damages to the Premises (except as noted on the Move-In Inspection Form), including exterior plants, vegetation and landscaping. Tenant taking possession of the Premises shall be conclusive evidence that the Premises were habitable at the commencement of tenancy. Tenant is responsible for providing a list of property defects/damages (i.e., carpet stained, drapes torn, etc.) to Landlord within ten (10) calendar days of taking possession of the Premises. A Move-In Inspection Form has been provided to Tenant for this purpose and Tenant's signature hereon acknowledges receipt of this form. Tenant hereby grants Landlord access to Premises to visually inspect/verify any defects listed on this form. In the event Tenant fails to turn in a completed Move-in Inspection Form within ten calendar days after taking possession of the Premises, then the Premises shall be conclusively presumed to be free of any defects or damage; failure to timely return this form may result in deductions from your deposits (and/or legal action to recover funds) to clean or repair defects for which you may not have been responsible. Tenant has a continuing duty to notify Landlord in writing of all property defects and/or needed repairs. Tenant understands and agrees that

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Landlord need not repair or replace items that do not directly relate to safety or habitability of the Premises. In the event tenant is financially responsible for repairs or damages, Tenant shall be responsible for the full repair and/or replacement cost and shall not be entitled to a pro-rated amount, regardless of the age or condition of the damaged/repared item.

20. **Personal Property.** The Personal Property (see page 1, above) is near or past its economic life and is provided to Tenant by Landlord in "as is" condition, without any warranty and/or promise to fix or replace. Landlord shall not be responsible for any loss or damage caused by the failure of any Personal Property and/or appliances to operate and/or operate properly, including, but not limited to loss of food or other perishables if the refrigerator or freezer fails to fails to operate or operate properly. The failure of one or more Personal Property items to operate for any length of time shall not impact the amount of Rent (stated above). In the event, one or more of the Personal Property items fail(s) to operate properly or fail(s) to operate at all, Tenant shall notify Landlord of same, but Landlord shall not be obligated to repair or replace any Personal Property. Landlord may elect, however, in Landlord's sole and unfettered discretion, to repair any or all of the Personal Property or replace any or all of the Personal Property with items with similar function, but which may be of superior, the same or inferior quality. If Landlord elects not to repair any item, then Landlord may remove said item within a reasonable time (i.e., one to ten days is hereby deemed reasonable) or may authorize (in writing) Tenant to have the item removed and Landlord shall pay the cost thereof.
21. **Residential use only.** Tenant and Occupants may use the Premises only as a place to live. Tenant, Occupants and guests may not use it for any unlawful, improper, or offensive purpose. Storage or use of illegal drugs (as defined by state or federal law) on or about the Premises is specifically prohibited and shall be deemed a material and irreparable breach of the Rental Agreement and Tenant shall be responsible for all drug/property clean-up expenses. Commercial vehicles, trailers and RV's shall not be parked on or near the Premises. Tenant shall not use the Premises for any business or commercial use without prior written consent by Landlord. The Premises shall not be used for home day care of children or adults that are not Occupants. The Premises cannot be used for any purpose that increases vehicle traffic to/from the Premises or that raises Owner's insurance premium.
22. **No disturbances.** Tenant will not disturb neighbors or others. Tenant will not play loud music, percussion, audio, video equipment, instruments, or otherwise cause any loud or offensive sounds that can be heard outside the Premises. 10:00 p.m. to 7:00 a.m. are considered normal sleeping hours (local ordinances may vary; the local ordinance shall be controlling) and Tenant agrees not to cause any disturbances during such time. Moving of furniture and household goods into or out of the rental unit is restricted to 7:00 a.m. to 8:00 p.m. Recurring disturbances shall be deemed a material noncompliance with the Rental Agreement.
23. **Maintenance of vehicles.** Maintenance and/or repair of vehicles **is not** permitted on the Premises, including "minor repairs." As used in this Rental Agreement, minor repairs include (but are not limited to): oil/filter changes, tune-up and washing of vehicles. The term "vehicle" shall mean vehicles of any and all types, including automobiles, trucks, motorcycles, mopeds, bicycles, etc. Tenant shall clean-up any mess (i.e., oil, grease, etc.) caused by vehicles.
24. **Compliance with Applicable Law.** Tenant agrees to comply with all applicable laws, ordinances, regulations, Covenants, Conditions and Restrictions and, if applicable, homeowners' association rules and regulations, and Landlord's Rules and Regulations. Tenant agrees to supervise Occupants and guests and to be responsible for fines, penalties, and repairs resulting from Tenant's, Occupants' or guests' violation thereof. Tenant and Occupants shall renew Visas before they expire (if applicable). Violation of any of the foregoing shall be deemed a material noncompliance.
25. **Termination.** Tenant agrees to provide notice of termination as provided herein and to deliver possession (i.e., vacate the Premises and return all keys to Landlord) of the Premises to the Landlord in the same condition as when tenancy commenced, reasonable wear and tear excepted.
26. **Tenant's Personal property.** Tenant will not store any personal property, except for automobiles, outside the rental unit. Landlord shall not be responsible for (and Landlord's insurance will not cover) any personal property, including vehicles, belonging to Tenant or others that is lost, stolen, damaged or destroyed, regardless of the cause; Tenant hereby assumes the risk of all loss.
27. **Insurance.** Tenant agrees to obtain insurance, at Tenant's expense, to insure against theft, property damage and loss, personal injury and other normal insurable risks that expose Tenant to financial liability. If for any reason Landlord or Landlord's agent is requested to render any services such as moving automobiles, handling furniture, cleaning or delivering packages, not required by this Agreement, Landlord or Landlord's agent shall be deemed the agent of Tenant, whether or not payment is arranged for such services, and Tenant agrees to hold Landlord and Landlord's agent harmless from all liability in connection with such services except for liability resulting from gross negligence of Landlord or Landlord's agent.
28. **Termination and renewal.**
  - a. **Fixed term.** Tenant may not terminate a fixed term (i.e., a "Tenancy for Years") lease until the expiration thereof. Tenant must provide notice by April 15 in final year of term of Tenant's intent to extend at this lease. Landlord will not be obligated or bound to renew term if agreement is not entered into by April 15 of the year of termination. If Tenant fails to vacate at the end of the lease, Tenant shall be responsible for two months rent (in addition to any other amounts due by Tenant hereunder).
  - b. **Renewal terms.** All original terms and conditions shall remain in effect for any tenancy that extends, by agreement or operation of law, beyond the original Term.

c. **Condition of Premises.** Upon vacating, Tenant shall leave the Premises clean, undamaged and in the same or better condition as when Tenant moved in, normal wear and tear excepted.

**(1) Professional carpet cleaning.** When tenancy has been terminated (for any reason), Tenant shall have the carpets professionally cleaned after Tenant's personal property has been removed from the Premises and before surrendering the keys to landlord. BEFORE hiring a professional carpet cleaner and/or having the carpets cleaned, Tenant shall submit for approval by Landlord the name of and/or written estimate from the proposed carpet cleaning company and shall provide a copy of the receipt or paid invoice from the carpet cleaning company after the carpet has been cleaned. If Tenant has the carpets cleaned without Landlord's prior approval and/or stains or odors remain after the carpets have been cleaned, then Landlord may have the carpets cleaned again by a professional carpet cleaning company of Landlord's choosing and Landlord may deduct the cost thereof from Tenant's deposits and/or may otherwise recover payment from Tenant.

**(2) Walls, holes and painting.** All nail holes must be repaired and painted; "spot painting" must blend with existing color. Landlord may, but is not required, to provide paint for spot painting. Spot painting must be done before the move-out inspection. If Tenant is still in possession of the Premises (e.g., Tenant still has keys to the Premises), Landlord may require Tenant to paint entire walls and/or entire rooms if, in Landlord's opinion, spot painting does not blend with the existing color or will adversely affect the appearance of the unit. If Tenant fails or refuses to spot paint before vacating or if Tenant is no longer in possession of the Premises, Landlord may repaint entire walls and/or entire rooms if, in Landlord's opinion, spot painting does not blend with the existing color and/or paint or will adversely affect the appearance of the unit and may deduct the cost thereof from Tenant's deposits and/or may otherwise recover payment from Tenant.

**(3) Appliances.** The interior and exterior of all appliances must be thoroughly cleaned.

d. **Normal wear and tear.** Normal wear and tear is the natural and gradual deterioration that occurs when the Premises are used as a residence. Normal wear and tear does not include excessive and/or abusive use, misuse, negligence, carelessness, accident, criminal damage and/or vandalism, whether caused by Tenant, Occupants, guests, invitees, third-parties and/or trespassers. See also "Tenant Maintenance," above. Normal wear and tear does not include holes (pinholes, nail holes, or otherwise), gouges, scratches, stains and/or damage of any kind in the ceiling, walls, doors and/or floor coverings.

e. **Access.** Once Tenant has given notice to terminate, Tenant will allow Landlord to show the rental unit to prospective tenants. Tenant hereby expressly grants Landlord authority to show the rental unit while Tenant is away, with proper advance notice.

f. **Forwarding address.** The Tenant must provide Landlord with a forwarding address. Refund of Tenant's deposits, if any, will be sent to the forwarding address.

g. **Military tenants.** Notwithstanding any other provision of this Rental Agreement, Tenant may terminate this Rental Agreement by giving Landlord thirty (30) days written notice, as specified above, if the requirements of subparagraphs 1 and 3 (below) are satisfied, or less than thirty (30) days written notice, as specified above, if: (1) Tenant is on active duty in the United States military and receives military orders that provide for a deployment or a permanent change of station (PCS) to a duty station more than ten (10) miles from Tenant's present duty station, (2) the reporting date on Tenant's orders is less than thirty days from the issue date of Tenant's orders, and (3) Tenant provides a copy of the orders to the Landlord within five (5) days of the issue date on the orders.

h. **Foreclosure.** In the event the Premises are foreclosed by the lienholder or judgment creditor, then this Agreement shall be terminated as of the date the deed to the new owner is recorded. Amounts due hereunder by Tenant to Landlord and/or for property damage prior to recording of the deed and Landlord's obligation to return Tenant's refundable deposits shall survive termination of this Agreement. No other action, including an action for breach of contract, may be brought by Tenant against Landlord for damages sustained as a result of early termination of this Agreement.

i. **Judgment and Deposits.** In the event a judgment for money damages is awarded in favor of Landlord and against Tenant, then Landlord shall first apply all deposits held toward amounts due under this Rental Agreement (i.e., rent, late fees, property damage, etc.) and other amounts due to Landlord that **are not** included in the judgment and then, if any deposits remain, Landlord shall then apply the remainder of Tenant's deposits toward satisfaction of the judgment, and finally, if any deposits remain, then Landlord shall refund the balance to Tenant as provided elsewhere in this Rental Agreement.

29. **Abandonment and abandoned property.** Unless provided in a separate written agreement, Landlord will not accept abandonment of the Premises as a surrender and may re-enter the Premises for the purpose authorized in A.R.S. §33-1370. Following abandonment of the Premises or termination of tenancy by Landlord or Tenant, all personal property left on the Premises shall be deemed abandoned and Tenant will be charged for removal, storage, costs to sell the property and expenses related thereto. Said charges may be deducted from Tenant's deposits. So that Landlord may comply with the law, as it pertains to the timely refund of deposits (if any), Tenant hereby agrees to allow Landlord to estimate such charges and to later refund the balance of Tenant's deposits, if any, when the precise amount of said charges are known. Where Landlord believes such charges will likely exceed the value of the personal property, Tenant hereby expressly grants Landlord the authority to dispose of said property in any manner Landlord deems fit, to include giving the property to charity or having it hauled away as garbage, and Tenant holds Landlord harmless for the loss of said property.

30. **Occupancy Required / Notice of Absence.** At least one Tenant or Occupant must occupy the Premises at all times during tenancy. Failure to take possession and/or failure to occupy the Premises shall be deemed a material noncompliance. Tenant must notify Landlord in writing and in advance if all Tenants and Occupants will be absent from the Premises for five (5) or more days. Failure to provide this notice may result in Landlord deeming the Premises abandoned. Tenant shall be responsible for any damages that occur as a result of Tenant's absence. Even if rent is not overdue, failure to occupy the Premises for ten (10) consecutive days shall be deemed a material noncompliance.

31. **Partial Rent payments.** Landlord will not accept partial rent payments.
32. **Access.** As required by A.R.S. §33-1343, Tenant shall not unreasonably withhold consent for Landlord to enter the Premises. Tenant shall be presumed to have “unreasonably withheld consent” if Tenant fails or refuses to restrain pets (whether or not pets are permitted under this agreement), fails or refuses to allow access to the Premises, or otherwise hinders Landlord’s right to access, makes inspection of the Premises difficult or impossible, and/or refuses, limits or impairs access to the Premises by Landlord’s agents, including contractors, repairmen and prospective tenants. Landlord may enter the Premises without the consent of Tenant in case of emergency. Landlord shall not abuse the right of access or use it to harass Tenant. Except in the case of an emergency or if it is impractical to do so, Landlord shall give Tenant at least two days notice of his intention to enter and enter only at reasonable times. In addition to other lawful access, Landlord has the right of access as permitted by A.R.S. §§ 33-1369 and 33-1370. Landlord may enter the Premises as necessary to inspect, which may occur as frequently as once per month. Landlord may show the Premises to prospective tenants at any time and Tenant hereby agrees to more frequent showings during the last thirty days of tenancy (including early termination of tenancy) and expressly agrees that Landlord may place one or more “for rent” and/ or “for sale” (or similar) signs in and/or on the Premises.
33. **Security.** Tenant acknowledges and agrees that Landlord does not, and shall have no duty to, provide security services to Tenant or the Premises. Tenant shall look exclusively to the local police force for security and/or protection. Tenant agrees that Landlord shall not be liable for criminal or wrongful acts committed against Tenant, Occupants or Guests.
34. **Waivers.** No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same provision or any other provision. Landlord’s consent to or approval of any act shall not constitute a continuing consent to or approval of any subsequent act or breach by Tenant. All rights given to Landlord by this Agreement shall be in addition to any laws which exist or might come into existence. Any exercise of any rights by Landlord or failure to exercise any rights shall not act as waiver of those or any other rights. No statement or promise by Landlord, Landlord’s agents or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this Agreement.
35. **Notices.** All notices provided for herein shall be in writing and shall be delivered to Landlord at the address set forth on the front hereof and to Tenant at the Premises or the Tenant’s work place, if applicable, or to any other alternate address provided in writing by Tenant to Landlord. All notices shall be sent by registered or certified mail, or personally delivered, or as otherwise provided in A.R.S. §33-1313. Notice to one Tenant or Occupant (authorized or not) of responsible age shall be deemed notice to all Tenants and Occupants. If, for any reason, Landlord cannot deliver a notice to Tenant personally, Landlord may post the notice in a conspicuous place on the Premises.
36. **Legal fees.** Landlord and Tenant agree that the prevailing party in any litigation, action or controversy arising out of this Rental Agreement, arising out of attempts to enforce this Rental Agreement and/or any controversy arising between the parties hereto whether or not related to this Rental Agreement, shall be entitled to reimbursement of or, if appropriate, an award of reasonable attorneys’ fees, litigation expenses (including, but not limited to, travel expenses for landlord and/or property manager to appear in court, copying charges, delivery fees, expert witness fees), out-of-pocket expenses of every kind and court costs incurred prior to trial, during trial, post-judgment and/or on appeal, without regard to whether or not the matter is/was contested. In addition, Landlord shall be entitled to recover all costs of collection, including collection agency fees (including contingency fees and/or percentage of recovery fees), and all expenses relating to recording judgments, creating, recording and/or releasing lien notices and/or relating to collection or enforcement of any judgment, order or award. The award of fees, costs and expenses (above), if made by a court of law, shall be made by the court, sitting without a jury.
37. **Pests / Pest Control.** Unless otherwise provided in this agreement, Tenant shall be responsible for pest control. Prior occupants have reported seeing common pests in or on the Premises. “Common Pests” may include, but are not limited to: ants, cockroaches, bed bugs, spiders, termites, scorpions, rodents, free-roaming neighborhood house cats and other common household pests indigenous to Arizona. Tenant may also encounter wild animals, including, but not limited to: Lizards, rattlesnakes, javelina (wild pigs), bears, mountain lions, wolves, coyotes, birds, birds of prey and other animals indigenous to Arizona. If Tenant is particularly sensitive to or otherwise concerned about the presence of these pests, other pests and/or animals on or near the Premises, Tenant should have a professional inspection conducted by qualified inspectors and/or obtain further information about the pests and/or animals of concern before entering into this agreement. If Tenant fails to eradicate pests during the Term hereof, then Landlord may pay to have pests removed after Tenant vacates and deduct the cost thereof from Tenant’s deposit.
38. **Hazards.** The Premises may be near real or perceived natural and/or man-made hazards, including, but not limited to: Busy streets, shopping centers, trains and rail road tracks, open water (i.e., ditches, canals, natural or man-made lakes and/or streams), and/or power lines. As a result, the Premises and occupants may be exposed to noise, humidity, moisture, water, vibrations, smoke (including second-hand smoke), traffic (air and ground), electric current, magnetic fields and/or other hazards, conditions or events. The Premises may be located near an airport and/or in the flight path and/or be affected by future flight path changes. Depending upon weather and other factors, the Premises may be subject to noise and/or odors from surrounding areas. Landlord is not aware of any mold, radon gas and/or other environmental hazards in/on the Premises, but no tests have been done by landlord. If Tenant is particularly sensitive to or otherwise concerned about the presence of these (or other) conditions and/or potential hazards, Tenant should have a professional inspection conducted by one or more qualified inspectors and/or obtain further information about the hazards or other areas of concern before entering into this agreement. Tenant understands, acknowledges and assumes the foregoing risks and agrees to inform Occupants and Guests of these risks.
39. **Flammables/Explosives/Hazardous substances.** Tenant shall not store or bring onto the Premises any flammable liquids, explosives and/or hazardous materials of any kind, except for commonly used and readily available household cleaners and fuels. Fuel of any kind (i.e., for cars, models, fireplaces, barbeques, etc.) must be properly used and stored (no more than one gallon or any flammable shall be stored).

**4E Termination and Remedies.** In the event Tenant fails to comply with any term or provision hereof, Landlord may treat the noncompliance as a breach of this Agreement and, after delivering the notice required by law (if any), Landlord may: (1) terminate this Agreement, (2) terminate the Tenant's right to use, possess and occupy the Premises, but Tenant's liability for Rent and other amounts due hereunder shall not be terminated until the end of the Term specified above, or (3) assess, collect and/or pursue liquidated damages, as provided herein, or (4) take any other action allowed or provided by law.

**4F. Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

**4G Administrative Fees & Liquidated Damages.** The parties acknowledge that the harm caused by one or more breach may be difficult or impossible to calculate in advance. The parties hereby agree that Landlord may pursue Tenant for actual damages sustained (discussed below) or may, at landlord's option, assess and collect the following liquidated damages to compensate Landlord for damages sustained (i.e., administrative costs, advertising, re-renting expense, property inspection, etc.):

- a. \$500.00 to compensate Landlord for damages sustained and administrative expenses incurred as a result of each incident of the following: (1) unauthorized pets on the Premises, (2) unauthorized occupants on the Premises, (3) unauthorized smoking in the Premises, (4) bringing an unauthorized water bed, pool or spa onto the Premises, or (5) failure to maintain utilities (i.e., water, electricity, gas, etc.) for the Premises.
- b. Two month's rent or, at Landlord's option, all of any type of deposit tendered by Tenant before taking possession of the Premises, if Tenant subsequently fails (for any reason) to take possession of the Premises after signing the Rental Agreement.
- c. Two month's rent if Tenant vacates the Premises (for any reason, including eviction) before the end of the rental term.

Tenant expressly authorizes landlord to deduct these fees from the security deposit and/or to sue Tenant for these fees. As an alternative to liquidated damages, Landlord may elect to apply Tenant's refundable deposits to actual damages and then subsequently sue Tenant for the remaining amount of Landlord's actual damages, including, but not limited to: Rent, late fees, notice fees, property damage, recapture of rent concessions and/or rent discounts, holdover damages, and/or any other damages available under the law or this Agreement. In either event, Landlord's election shall not be deemed a waiver of Tenant's breach and/or Landlord's right to evict Tenant for violation of any of the foregoing.

**4H Noncompliance.** Tenant may be evicted for any "material noncompliance" with the Rental Agreement, the Arizona Residential Landlord and Tenant Act (referred to herein as the "Act") or other applicable law. "Material noncompliance" includes, but is not limited to: (1) occupants residing in the rental unit that are not listed on the Rental Agreement form, (2) "guests" that repeatedly stay longer than THREE days, (3) parking more vehicles on the Premises than the allotted spaces, (4) creating disturbances, constant noise and other conduct that disturbs the other tenants' (or neighbors') quiet enjoyment of the Premises, (5) failing to observe the landlord's rules and regulations (if applicable), (6) failing to maintain the Premises, (7) repeated late payments, (8) failing to pay any amount due to the landlord (i.e., deferred payment of all or part of the security deposit), other than rent (which will be handled as an eviction for nonpayment of rent), (9) a breach under an accompanying option agreement (if applicable) shall be deemed a breach hereunder and (10) any other conduct expressly specified herein as constituting a noncompliance. Tenant may be evicted for any "noncompliance materially affecting health and safety" and/or any "material or irreparable breach" as provided herein or as provided by law.

**44. Death of Tenant.** In the event of a Tenant's death during tenancy, Landlord may release a deceased Tenant's personal property to the person(s) authorized by Tenant pursuant to A.R.S. § 33-1314(F), which information Tenant may update as desired (hereinafter the "Information"). Except when a Tenant has separately and unambiguously provided the Information to Landlord, Landlord may regard this Rental Agreement, tenant application and/or Tenant Information Sheet to constitute the Information and Landlord may release a deceased Tenant's personal property to the sole surviving Co-Tenant and all Tenants hereby agree that Landlord shall be entitled to the limitation of liability granted by A.R.S. § 33-1314(F). In the event of a Tenant's death and there is more than one surviving Co-Tenant, Landlord shall have the sole and unfettered discretion to release a deceased Tenant's personal property to one or more of the surviving Co-Tenants. Alternatively, in the event the Information is unclear or Landlord, in Landlord's sole discretion, believes release of the deceased Tenant's personal property to one or more surviving Co-Tenants to be inappropriate, Landlord may move and store the deceased Tenant's personal property and may refuse to release money, deposits and/or personal property belonging to the deceased Tenant to any person unless Landlord is presented with a certified copy of a valid and duly authorized court order directing release thereof. Rent shall continue to accrue until all personal property is released by Landlord via court order or otherwise and all keys are returned. Death of one tenant will not terminate this Rental Agreement and/or tenancy as to any surviving Co-Tenants. In the event of the death of a Tenant where the Information is either absent or no longer valid, Landlord may, but shall not be obligated to, refuse to release money, deposits, and/or personal property to any person or entity unless Landlord is presented with a certified copy of a valid and duly authorized court order directing release thereof.

**45. Subordination, Right to Encumber, No Right to Record.** This Rental Agreement is, and shall remain, subordinate to all existing liens on the Premises and/or the complex of which the Premises is a part (if applicable). Landlord may desire to refinance existing loans and/or obtain additional or other loans and may pledge the Premises as collateral therefor. Upon five (5) calendar days notice and request by Landlord, Tenant shall sign and return a subordination agreement. Tenant shall not record in the Maricopa County Recorder's Office all or any part of this Rental Agreement and/or any other notice indicating that tenant has any interest (including a leasehold interest) in the Premises. Recording of any such document and/or failure to sign and return a subordination agreement (in the form submitted to Tenant by Landlord and without any changes by Tenant) shall be deemed a material noncompliance with this Rental Agreement, thereby subjecting tenant to eviction for a material noncompliance.

Tenants' Initials: T1: \_\_\_\_\_ T2: \_\_\_\_\_ T3: \_\_\_\_\_



46. **Parties.** If there is more than one Tenant, the liability of all Tenants shall be joint and several and, if such parties are husband and wife, community and separate. This Agreement shall be binding upon Landlord, Tenant and the parties' heirs. Reference herein to Landlord and/or Landlord's right to send notices, conduct inspections, assess and/or collect fees, take action and/or any other act permitted by law or this Rental Agreement, shall also include Manager, Owner's Agent, an attorney for the Landlord and/or any other person appointed by Landlord to act on Landlord's behalf.
47. **Authorization to Release Information.** Tenant authorizes Landlord to release information regarding Tenant's residency, including, but not limited to: payment history, notices sent to Tenant, notices sent by Tenant, actual or initiated eviction proceedings. This information may be released to local and/or national credit reporting agencies, courts, law enforcement agencies and, if accompanied by Tenant's written authorization, to other landlords and/or persons or companies seeking information about Tenant in connection with a request by Tenant for an extension of credit, employment or security clearance.
48. **Construction of Language.** The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. To the extent the law permits a written Rental Agreement to change or modify terms and conditions of the Act that would otherwise apply, where this agreement and the Act conflict, the terms and provisions of this agreement shall be controlling. Words used in the masculine, feminine or neuter shall apply to either gender or the neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context.
49. **Counterparts, Copies and Digital Storage.** This Rental Agreement, addenda and any other documents required or referred to in this Rental Agreement may be signed in counterpart. Together, all counterparts shall be deemed to constitute one instrument. Both parties hereby agree that: (1) a fully executed fax, copy, scanned image or other digitally stored and/or reproduced copy of this document shall be treated and enforceable as the original, (2) it shall be admissible in all legal and/or administrative proceedings and (3) the original signed documents may be destroyed without impairing the validity hereof.
50. **Effective Date.** Tenancy and accrual of Rent and other amounts due hereunder shall commence on the date specified in Term, above (see page one hereof), but this Rental Agreement shall become effective and binding upon the parties upon the earlier of: (1) execution hereof by both parties or (2) acceptance of possession of the Premises by Tenant, where possession predates Tenant's execution hereof.
51. **Court Modification.** If any provision of this Rental Agreement is found by a court to be invalid, illegal or overly broad, the parties agree that such provision may be modified or stricken by the court to the minimum extent deemed necessary to make it valid, legal and enforceable and that all other provisions of this Rental Agreement shall remain in full force and effect.
52. **Change in Law.** Pursuant to A.R.S. § 33-1342(C), Landlord may make immediate amendments to this Rental Agreement to comply with changes in the law, rules or other provisions affecting the Premises.
53. **Entire Agreement.** This Rental Agreement constitutes the entire agreement between Landlord and Tenant. In the event this agreement is signed by an agent for Landlord, Tenant is hereby notified that Landlord's agent has no authority to make any promises, representations or agreements other than those made in writing in this Rental Agreement and Addenda hereto. Tenant hereby warrants that Tenant IS NOT relying upon any such promises, representations and/or agreements that in any way conflict with, nullify or otherwise modify the written terms and conditions stated herein.
54. **Release and Hold Harmless.** Landlord and Tenant hereby expressly release, hold harmless and indemnify Broker(s) in this transaction from any and all liability and responsibility regarding financing, the condition, square footage, lot lines, boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation, building codes, governmental regulations, insurance, disclosures and/or nondisclosures, and/or any other matter relating to the value, condition or use of the Premises. Tenant acknowledges that Broker(s) is/are not qualified or licensed to conduct home inspections and/or due diligence with respect to the Premises or surrounding area and Tenant expressly releases and holds harmless Broker(s) from liability for any defects or conditions that could have been discovered by inspection or investigation by Tenant or agents hired by Tenant. Although not a party hereto, the parties hereto expressly intend to make the Broker(s) third-party beneficiaries of this contract provision.
55. **Agency relationship of Property Manager.** Unless expressly provided in a separate, written document, the Manager, property manager and/or leasing agent (if any) is the agent of and for the Owner/Landlord and is NOT the agent of or for Tenant.

#### **SPECIAL TERMS**

Tenants' Initials: T1: \_\_\_\_\_ T2: \_\_\_\_\_ T3: \_\_\_\_\_

**DISCLOSURES**

- Owner's Agent. Pursuant to A.R.S. § 33-1322, owner's agent and the person authorized to receive service of process, notices and/or demands is **MANAGER**.
- Move-out Inspection. Pursuant to A.R.S. § 33-1321(C), Tenant may be present during the move-out inspection. Tenant may obtain a free copy of the Arizona Residential Landlord and Tenant Act from the Arizona Secretary of State's office and/or web site.
- Water Safety. If indicated on page two hereof, then the Premises includes a swimming pool and/or spa and Tenant acknowledges receipt of the Arizona Department of Health Services approved Private Pool Safety Notice, as required by A.R.S. § 36-1681(E) and Arizona Department of Health Services Rule R9-3-101. If the pool has a pool heating system and it subsequently fails to operate, Landlord shall not be obligated to fix or replace all or any component of the pool heating system. Tenant is responsible for the proper use, care and storage of all pool equipment (i.e., hoses, poles, etc.).

**To minimize delay and to reduce the cost of potential litigation, the parties hereby agree to waive their right to a trial by jury. The parties hereto understand that they are entitled to a jury trial for claims arising out of this Rental Agreement and/or the Arizona Residential Landlord and Tenant Act, but knowingly and voluntarily waive this right.**

**SIGNATURE OF THE PARTIES TO THIS RENTAL AGREEMENT**

TENANT HAS READ THIS ENTIRE AGREEMENT AND ADDENDA (indicated below). TENANT ACKNOWLEDGES THAT S/HE UNDERSTANDS THE TERMS AND CONDITIONS CONTAINED THEREIN AND EXPRESSLY ACCEPTS AND AGREES TO BE BOUND BY THE SAME. THE TENANT HEREBY ACKNOWLEDGES RECEIPT OF (all of which are incorporated herein and made a part of this Rental Agreement by this reference and all of which may be sent electronically to Tenant):

- signed copy of this Rental Agreement (additional copies available for \$10.00)
- Move-in Inspection Form
- Notice of Termination by Tenant - includes forwarding address and notice of termination/nonrenewal
- Lead-Based Paint Addendum
- Private Pool Safety Notice
- Covenants, Conditions and Restrictions (CC&R's)
- Other \_\_\_\_\_

**TENANT(S)**

_____	_____	_____
(Print name)	(Signature)	Date
_____	_____	_____
(Print name)	(Signature)	Date
_____	_____	_____
(Print name)	(Signature)	Date
_____	_____	_____
(Print name)	(Signature)	Date
_____	_____	_____
(Print name)	(Signature)	Date

**LANDLORD.** Signed by Manager, on behalf of the Owner, with the express permission of the Owner.

KRK Realty, Inc.  
By Kevin Kirkwood  
as authorized Manager for Landlord/Owner \_\_\_\_\_ (Signature) \_\_\_\_\_ Date

Broker approval: \_\_\_\_\_

## GUARANTOR(S)

For valuable consideration, including but not limited to the fact that Landlord would not enter into the Rental Agreement with Tenant without the promises made by Guarantor(s) herein, the undersigned hereby jointly and severally, unconditionally and irrevocably, guarantee, warrant and assure to Landlord, without limitation, and as and for their own obligation, the full payment of all sums due by Tenant under this Rental Agreement, including any extensions, amendments or modifications thereto, whether material or otherwise and whether made after the execution hereof, including, but not limited to: Rent, Late Fees, Returned Check Fees, Notice Fees, Drive-by Fees, attorneys' fees, court costs, sums due to Landlord for damages caused to the Premises by Tenant and/or their guests, and any other sums owed by Tenant to Landlord. Guarantor(s) acknowledge and agree that this obligation is separate and independent of that of Tenant and that Landlord may proceed against Tenant, Guarantor(s), or both, at Landlord's option. Guarantor(s) acknowledge and agree that this obligation shall continue until Guarantor(s) is released by Landlord in writing (an oral release shall not be effective); Guarantor(s) cannot unilaterally cancel or otherwise terminate this agreement. Further, Guarantor(s) hereby unconditionally and irrevocably covenant, until released, to indemnify, defend, exonerate and hold harmless Landlord for any loss, damage or cost of any kind or nature whatsoever, including attorneys' fees, litigation expenses and court costs resulting from any breach or failure of performance on the part of Tenant with respect to any of Tenant's obligations. Guarantor(s) agree that notice of any default delivered to the Tenant shall be deemed notice to Guarantor(s); Guarantor(s) hereby expressly waive separate notice. Guarantor does not have authority to give notices (i.e., notice of defects, notice of termination, etc.) on behalf of Tenant to Landlord.

**PREMISES:** \_\_\_\_\_

GUARANTOR(S)

_____ (Print name)	_____ (Signature)	_____ Date
_____ (Print name)	_____ (Signature)	_____ Date
_____ (Print name)	_____ (Signature)	_____ Date
_____ (Print name)	_____ (Signature)	_____ Date
_____ (Print name)	_____ (Signature)	_____ Date

# Property Inspection Checklist

The premises located at: \_\_\_\_\_ are clean, safe, in good repair and **without defects**, except as noted below (for each area, note defects/damage on floor, carpet, walls, ceilings, doors, windows, hardware, fixtures, appliances, cabinets, etc.):

Exterior:
Living Room:
Family Room:
Kitchen:
Laundry Room:
Hall:
Hall Bathroom:
Bedroom 1:
Bedroom 2:
Bedroom 3:
Master Bedroom:
Other:

*(For additional rooms, continue on back of form)*

When completed and signed, this form will be attached to your Rental Agreement. Costs to repair defects/damages not noted on this checklist are the tenant(s)'s responsibility and will be deducted from the security deposit if not repaired prior to vacating the premises. If you fail to complete and return this form, the landlord will presume that no defects exist. **MAKE A THOROUGH INSPECTION OF THE PREMISES & NOTE ALL DEFECTS!**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Tenants)

(Landlord/Owner)

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

### Lessor's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- \_\_\_\_\_
- \_\_\_\_\_
- (ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the lessor (check (i) or (ii) below):
- (i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- \_\_\_\_\_
- \_\_\_\_\_
- (ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Lessee's Acknowledgment (initial)

- (c) \_\_\_\_\_ Lessee has received copies of all information listed above.
- (d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

### Agent's Acknowledgment (initial)

- (e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ADDENDUM to Arizona Residential Rental Agreement**

This Addendum is made a part of the Rental Agreement, dated \_\_\_\_\_, between the parties below. The terms of the Rental Agreement shall apply hereto, except that:

**TENANT(S)**

_____	_____	_____
(Print name)	(Signature)	Date
_____	_____	_____
(Print name)	(Signature)	Date
_____	_____	_____
(Print name)	(Signature)	Date
_____	_____	_____
(Print name)	(Signature)	Date
_____	_____	_____
(Print name)	(Signature)	Date

**LANDLORD.** Landlord, through Landlord's agent below, agrees to be bound by the terms and conditions of this Addendum to the Rental Agreement.

KRK Realty, Inc. \_\_\_\_\_  
By Kevin Kirkwood \_\_\_\_\_  
as authorized Manager for Landlord/Owner

## PET ADDENDUM

This Addendum is made a part of the Rental Agreement, dated \_\_\_\_\_, between the parties below. The terms of the Rental Agreement shall apply hereto, except that:

1. Landlord consents to Tenant keeping the following pet:

Type/breed:  Name:  Height:  Weight:  Color:

Monthly Pet Rent: \$  Nonrefundable Pet Fee: \$

Picture of pet must be provided by Tenant to Landlord with this signed Pet Addendum.

Special Terms: \_\_\_\_\_

2. One pet is permitted, provided Tenant demonstrates, to Landlord's satisfaction, that the pet will be properly kept, cared for, restrained, will not cause a nuisance, and Tenant tenders an additional nonrefundable fee. The purpose of the Non-refundable Pet Fee is to compensate Landlord for the additional wear and tear on the carpet, drapes, etc., and additional cleaning thereof. Landlord's written approval of the pet must be received by the Tenant before Tenant brings said pet upon the Premises. Landlord's approval shall apply only to that specific pet and shall not constitute approval of any substitute or additional pets. Landlord's approval may be subsequently withdrawn if, in Landlord's sole discretion, the pet becomes a nuisance, danger, hazard, or delays or inhibits efforts by Tenant or Landlord (or their agents) to maintain the yard and/or pool/spa (if applicable), in which case, Tenant shall remove the pet from the Premises within ten days of written notice from Landlord; failure to remove the pet shall be deemed a material breach and, depending upon the circumstances, Tenant's breach may be deemed material and irreparable, relating to health and safety or a material noncompliance. Tenant agrees to register and immunize pet in accordance with local law. Tenant warrants that pet has no history of causing harm to persons or property and agrees to defend, hold-harmless and indemnify Landlord for any liability or claim, including attorney's fees and costs, arising out of Tenant's pet.
3. Although permitted, all Tenants are responsible for any damage to the Premises (including plants) and persons which may result from having any pet or animal on the premises for any length of time. Bringing an unauthorized pet or animal onto the Premises, even temporarily, is a material noncompliance with the Rental Agreement. Under no circumstances shall Tenant keep or allow on the Property for any length of time: vicious or dangerous animals; aggressive animal breeds, including but not limited to pit bull or rottweiler; reptiles that are venomous or capable of biting humans and/or killing small animals; venomous or stinging insects or spiders. Noncompliance shall constitute a noncompliance materially affecting health and safety.

**TENANT(S)**

(Print name)	(Signature)	Date
(Print name)	(Signature)	Date
(Print name)	(Signature)	Date
(Print name)	(Signature)	Date
(Print name)	(Signature)	Date

**LANDLORD.** Landlord, through Landlord's agent below, agrees to be bound by the terms and conditions of this Addendum to the Rental Agreement.

KRK Realty, Inc.  
 By Kevin Kirkwood \_\_\_\_\_ Date  
 as authorized Manager for Landlord/Owner (Signature)

# CRIME FREE LEASE ADDENDUM

In consideration for the execution or renewal of a lease of the dwelling unit identified in the lease, Manager or Owner and Resident agree as follows:

1. Resident, any member(s) of the resident's household, a guest or any other person affiliated with the resident at or near the resident premises are prohibited from:
  - a. Engaging 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 an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
  - b. Engaging in any act intended to facilitate criminal activity or permitting the dwelling unit to be used for criminal activity.
  - c. Engaging in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in A.R.S. 13-3451, at any locations, whether on or near the dwelling unit premises.
  - d. Engaging in any illegal activity, including, but not limited to prostitution as defined in A.R.S. 13-3211, criminal street gang activity as defined in A.R.S. 13-105 and A.R.S. 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 a weapon, on or near the dwelling unit premises, or any breach of the lease 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.

2. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under A.R.S. 33-1377, as provided in A.R.S. 33-1368. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.

3. I hereby authorize property management to use any police generated reports against me as direct evidence in all eviction hearings.

4. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

5. This Lease Addendum is incorporated into the lease or renewal thereof, executed or renewed at any time between Landlord/Manager and Resident/Lessee.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Manager's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Property