

LEASE AGREEMENT

Date: _____

UNIT# _____

Apartment Community: **INSERT COMMUNITY NAME HERE** (the "Community")

Tenant: Name: _____ (herein, "you" or "your")

Premises: _____

Landlord/Owner: **INSERT LEGAL OWNERSHIP NAME** (the "Owner" or "us," "we" or "our" and any reference to us includes our Manager) Owner's Address: **INSERT PROPERTY ADDRESS HERE**

Property Manager:
ARIZONA 1ST REALTY MANAGEMENT, LLC, hereinafter called "Manager" as Agent for Owner

Address: _____

Lease Term: _____ ("Starting Date") to _____ ("Ending Date")

The Premises are unfurnished.

READ THIS LEASE CAREFULLY. THIS IS YOUR CONTRACT WITH US. THIS IS OUR ENTIRE AGREEMENT.

NO ORAL REPRESENTATIONS MADE BY US OR ANY OTHER PROMISES OUTSIDE OF THIS LEASE ARE BINDING UPON US.

The Premises shall be occupied by Resident and:

No other occupants are permitted without written consent of Owner or Manager. Persons not listed may not stay in the rented premises for more than 14 days per calendar year without Landlord's written consent. Any unauthorized occupant remaining after

written notice from Landlord shall require the payment of \$30.00 per day as additional rent. Any unauthorized occupant remaining after 14 days shall constitute default on the part of the Resident.

NO SUBLETTING. No subletting or assignments will be allowed without Landlord's prior written consent. If an assignment or subletting is approved, Resident shall remain fully liable for all obligations hereunder but shall receive credit for amounts paid by approved Residents.

1. LEASE TERM. This Lease shall commence at 1:00 p.m. _____ and shall end at 6 p.m. on _____. This period is referred to shall be the "Term." At the expiration of this lease or renewal period, if applicable, the Resident shall have no further occupancy rights and shall vacate the Premises unless another lease is signed by Landlord and Resident. If there are multiple Residents, written notice of termination from one Resident will be considered notice from all Residents.

2. RENT. Resident will pay the sum of \$_____ plus any applicable taxes, payable as follows: \$_____ (plus any applicable tax) per month on before the 1st day of each month (the Due Date) for rental, payable in advance without demand, at the manager's office or such other place as the Landlord may notify Resident in writing. No grace period shall apply. Rent unpaid after the due date is delinquent and shall bear interest at the rate of 1.5% per month (18.0% A.P.R. until paid in full.

If all rent is not paid by the due date, Resident agrees to pay a late charge of \$50.00 and an additional \$10 per day late charge for every day until the account is paid in full. If Resident does not pay Rent on or before the due date, Resident will be in default and all remedies under state law and this Lease will be available to Landlord. Resident shall pay \$50.00 if Landlord serves any legal notice upon Resident which involves a Resident breach.

Resident agrees to pay a \$50.00 for each returned check. Returned checks plus late fees are to be paid by cashier's check or money order. Upon receipt of a returned check from Resident during the term of this rental agreement or during subsequent terms, rent shall be payable in the form of money order or cashier's check only. To the extent permitted by law, payment of rent shall be an independent covenant separate from any other obligation under the Lease or the law. At Landlord's option, monies received may at any time be applied first to non-rent obligations of Resident, then to rent, regardless of notations on checks or multiple checks. **Cash is not an acceptable form of payment and will not be accepted.**

ACCELERATION. All monthly Rent for the rest of the Lease contract will be accelerated automatically without notice of demand (before or after acceleration) and will be immediately due and delinquent if Resident is evicted from the Unit or abandons the Unit.

____ Initial ____ Initial

Prorated rental from commencement date to the 1st of the next month is \$_____. Prorated rental from the 1st of the last month to the end date of the lease is \$_____.

3. SPECIAL PROVISIONS. Landlord may show the residence to prospective renters with an advance notice of two days as provided for under A.R.S Section 33-1343.

____ Initial ____ Initial

IT IS FURTHER COVENANTED AND AGREED:

4. All prepaid rent collected under this agreement shall be held as security for full and faithful performance by Resident of all its obligations under the lease agreement. In the event Resident does not fully perform under the terms and conditions of this lease, Resident agrees to return to Landlord any rental incentives/discounts herein accepted by the Resident or reimburse Landlord for the full market value of said incentives/discounts. **IN THE EVENT OF DEFAULT BY RESIDENT, RESIDENT IS LIABLE FOR TOTAL UNPAID BALANCE OF THE LEASE IF THE APARTMENT IS NOT RELET BEFORE THE LEASE EXPIRES.** Landlord will not accept abandonment as surrender of the dwelling unit.

____ Initial ____ Initial

5. a. Non-Refundable Non-Transferable cleaning fee: \$0.00
- b. Security and Damage Deposit: \$0.00
- c. Key Deposit \$0.00, # of Door keys: (), # of Mailbox keys: ()
- d. Other Deposits: \$0.00

The Resident has deposited the above amount(s) with Landlord to be held by Landlord, at no interest accruing to the Resident and which may be commingled with Landlord's funds, not as advance rent but as security and damage deposit for full and faithful performance by Resident of all his or her obligations under the lease agreement.

6. Partial payment of rental is not acceptable; tender thereof does not waive Landlord's rights hereunder. If the Resident remains in the premises for any portion of the month, then that entire month's rental is due and owing in addition to other rights and remedies available to Landlord under applicable law.

7. In the event there is more than one named Resident in this lease, each of them shall be liable jointly and severally for the full obligation under this lease.

8. **RULES OR POLICIES.** Resident and Resident's guests and occupants shall comply with written Rules and Regulations (including community policies), which shall be considered part of this lease. Owner or Landlord may make reasonable rule changes, if in writing and distributed to all units in the residential community. Changes are effective immediately. Resident agrees that the conduct of the Resident and Resident's guests and occupants shall not be disorderly, boisterous, or unlawful; and shall not disturb the rights, comforts, or conveniences of other persons in or near the residential community. Resident shall be liable to Landlord for damage caused by Resident or Resident's guests or occupants. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed or used for any purpose other than ingress or egress. The rented premises and other areas are reserved for Resident's private use only, and shall be kept clean and sanitary by Resident. Inoperable, abandoned or unauthorized vehicles will be towed at the vehicle owner's expense after a 24-hour notice is posted on the vehicle. The 24-hour notice does not apply to vehicles that are parked in a marked tow away zone or parked to impede traffic or trash collection. Vehicles parked in this manner will be towed away immediately, without warning, at the vehicle owner's expense. If Management or Landlord pays Resident's towing expense, such expenses shall be deemed as additional rent owned and be immediately due and payable.

9. _____ is the Manager, and is authorized to act for and on behalf of Landlord and to receive any service of process, notices and demands at office address: _____ or through its statutory agent. The Arizona Residential Landlord and Tenant Act is available on Arizona Department of Housing's website, www.azhousing.gov.

10. Landlord agrees to maintain fit premises in compliance with A.R.S. 33-1324. Resident agrees to maintain dwelling unit in compliance with A.R.S. 33-1341. Said rented premises and all furnishings are accepted as in good condition except only as otherwise noted in this agreement and the Resident agrees to maintain the premises and furnishings in as good a condition as received, and the rented premises shall be maintained in a neat and rentable condition at all times. Should new Residents move in during the lease term (enjoin to the lease through addendum) or during a renewal term of the lease said premises are accepted in the condition they are in at said move in. If damages exist when moving during an existing lease term residents are jointly and severally liable and accept full responsibility for said damages. Responsibility of said damages needs to be negotiated between existing residents, residents vacating prior to end of lease and new residents moving in during lease term. The Resident agrees not to remove any equipment from the rented premises at any time and accepts responsibility for any and all missing items from Resident's rented premises and for damages to any of the Landlord's property. If, whether or not the request of Resident, Landlord repairs any damage to the unit which is the responsibility of the Resident under the terms of this Lease or A.R.S. 33-1369, Landlord may submit an itemized bill for the actual and reasonable amount of the value of such repair work done as rent on the next date when the periodic rent is due, or if the rental agreement has terminated, for immediate payment. A \$50.00 minimum charge will be due for cleaning drain stoppages caused by foreign objects. Resident accepts the Unit and Property in its present condition and designates it fit and habitable. Resident shall complete a Move-in Condition Form and return it to Landlord management's office within 48 hours of taking possession of the Unit. As part of this list, Resident should keep a copy of the list signed by Landlord or Landlord's representative. If Landlord receives no list within the time given, Resident acknowledges that

there are no defects or damages. The Unit must be returned to Landlord in the same condition as it was provided, reasonable wear and tear excluded. Resident is responsible for all damage to the Unit that occurs after acceptance, reasonable wear and tear excluded. Resident acknowledges and agrees that having to paint a Unit one (1) year after it was painted is not considered reasonable wear and tear. Resident has the right to be present at the move-out inspection. The unit must be returned broom clean. The non-refundable, non-transferable cleaning fee does not cover any damage, only normal wear and tear.

11. Fire Safety – Immediately call 911 in the event of a fire emergency. Landlord shall furnish smoke detectors in good working, when Resident first takes possession. Resident must immediately report smoke detector malfunctions to Landlord. Neither Resident nor others may disable smoke detectors. If Resident disconnects or intentionally damages the smoke detector or fails to report malfunctions to Landlord, Resident may be liable to Landlord for necessary damages as stated ion state statutes and Resident acknowledges that these actions will be grounds for a material and irreparable breach since it jeopardizes the health, safety and welfare of other Residents. If Resident disables or damages the smoke detector or fails to report malfunctions to Landlord, Resident will be liable to Landlord and others for any loss, damage, or fines from fire, smoke, or water. Resident is responsible for the cost of battery replacement for the smoke detectors. If Resident’s Unit contains an overhead sprinkler system, Resident is responsible for any damage caused to the system.

____Initial ____Initial

12. Resident agrees to comply with all rules and regulations adopted by Landlord now or at a future date in compliance with A.R.S. 33-1342.

13. The Landlord shall not be liable to the Resident or to others on said premises for non-delivery of message or packages delivered to Landlord.

14. All utilities, except _____ are the responsibility of the Resident for the entire term of the lease. All utilities will remain turned on in the name of the Resident(s) for the entire term of this lease. Should Resident delay in transferring utilities into his or her responsibility, a \$25.00/month processing fee is due to the Landlord until such time said utilities are transferred to the Resident’s responsibility. If utilities are turned off by Resident(s) for any reason throughout the lease term Landlord shall have the right to engage such utilities and charge resident(s) for all costs associated with reconnecting of the utility plus a \$250.00 fee payable to the Landlord. All payments to Landlord for any utility will be paid within two (2) days from receipt of said utility invoice.

15. Resident shall not make or permit any disturbing noises or the use of profane language, or conduct parties or play any instruments, radios or other electronic machines in a loud manner that will interfere with the rights, comforts, or convenience of other residents. Landlord, Manager or neighbors of these rented premises. Resident understands that the close proximity of other residents in a residential community causes greater need for consideration of the rights of such other residents or neighbors and therefor covenants that all resident’s guests or occupants are to be conducted in a manner that will not disturb his or her neighbors’ peaceful enjoyment of their premises. In addition to the foregoing, in the event that Resident shall receive a violation or citation for noise, unruly gathering or underage drinking (in form of a “red tag” or other citation) or any other citation for criminal activity from any law enforcement authority, such violation or citation shall constitute a material noncompliance by Resident of this lease which may result in disciplinary action up to and including termination of this lease pursuant to A.R.S. 33-1368.A. In addition, Resident shall pay to Landlord the sum of \$500.00 for the first such violation and \$1,000.00 for any subsequent violation, which sum is agreed by Resident as reasonable compensation to Landlord, as the owner of the leased premises, for time and effort reasonably expected to be expended by Landlord in connection with such violation, was well as the potential stigma associated with such violation that may attach to the leased premises, and Resident shall indemnify, defend and hold harmless Landlord from and against any and all fines or penalties imposed on Landlord or judicial actions brought against Landlord in connection with or relating to any such violations.

16. Aerial wires, antennae, cables and other similar equipment are not to be installed. Connection of any third party service for phone, cable television or Internet to the Landlord’s distribution systems(s) other than by those providers authorized by the Landlord is prohibited without prior written permission from the Landlord. Should any such unauthorized connection be discovered, Landlord may require immediate disconnection and removal. In any event, the Resident shall be responsible for all cost(s) for damage to the building together with all cost(s) associated with returning the system(s) to their original configuration(s).

17. No animals (including mammals, reptiles, birds, fish, amphibians, arachnids, and insect(s) are allowed, even temporarily, anywhere in the Property unless Landlord has granted permission in writing. Except as expressly provided below, if Landlord allows an animal, Resident must sign a separate Pet Addendum and pay a pet deposit and pet fee.

18. Resident must not feed stray or wild animals. If Landlord consents to Resident having a non-therapy animal and/or non-emotional support animal, Landlord will require Resident or any guest violates the pet restrictions (with or without Resident's knowledge), Resident will be subject to charges, damages, eviction, and other remedies provided in this Lease. If a pet has been in the Unit at any time during the Resident's term of occupancy (with or without Landlord's consent), Landlord will charge Resident for de-fleaing, deodorizing, and shampooing the Unit. Resident agrees to pay Landlord as liquidated damages a minimum of Twenty Dollars (\$20.00) per animal for each day that any animal remains at the premise or general area without Landlord's express consent via a fully executed Pet Addendum. These liquidated damages shall not relieve Resident from the breach of the aforesaid covenant or limit Landlord's other rights and remedies under applicable law. Initial and daily pet-violation charges and pet-removal charges are damages for Landlord's time and overhead (except for attorney's fees and litigation costs) in enforcing pet restrictions and rules. Landlord may remove an unauthorized pet by leaving, in a conspicuous place in the Unit, a 24-hour written notice of intent to remove the pet. Landlord will turn the pet over to a humane society of local authority. Landlord won't be liable for loss, harm, sickness, or death of the pet. Resident must pay for the pet's reasonable care and kenneling charges. Landlord has no lien on the pet for any purpose.

19. Any Cable, Internet, or Telephone service(s) provided to Resident(s) by Landlord, that are either cancelled or terminated, with or without the request of the Landlord, whether or not replaced by Landlord will not be cause for a breach of this Lease, or any of its terms.

20. Alteration of the premises in any manner or replacement of locks upon any door by Resident is strictly prohibited. Resident hereby agrees and acknowledges that Management and Landlord shall not provide and shall not 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 Landlord 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 that above agreement. Management and Landlord shall not be liable for failure to provide adequate security services or for criminal or wrongful actions by others against Resident or Resident's guests or invitees.

21. The Landlord and/or his designated representatives shall have the right to enter the leased premises in compliance with A.R.S. 33-1343.

22. The Resident further covenants with Landlord that at the expiration of the term of this lease, peaceable possession of the said premises and the personal property herein before referred to shall be given to the Landlord in as good a condition as they now are.

23. It is agreed that this lease shall not become an asset in bankruptcy if a petition in a bankruptcy is filed by or against the Resident, and if a petition in bankruptcy is filed or a receiver is appointed for the assets of Resident, this lease shall, at the election of Landlord, terminate forthwith.

24. In the event that the Resident shall hold over and continue in the occupancy of the demised premises with the express written consent of the Landlord, the tenancy shall be deemed to be a tenancy only from month-to-month upon the same terms and conditions as existed and prevail at the time of the termination of term of this lease, except that the rent may be increased upon written notice to the tenant at least 30 days prior to the periodic rent day.

25. This lease shall be binding upon and inure to the benefits of the heirs, executors and administrators of the parties hereto.

26. This lease, and Resident's interest herein, shall be subject and subordinate to any mortgage or deed of trust respecting the premises and to all renewals, modification, consolidation, replacements and extensions thereof. Should request be made of Resident by the holder of any note secured by a mortgage or deed of trust to execute any instrument recognizing and acknowledging such subordination, Resident shall promptly execute such instrument. Resident shall, in the event any proceedings

are brought for the foreclosure of, or in the event of exercise of a power of sale under, any mortgage or deed of trust by the Landlord, its successor or assigns, encumbering the premises, or any part thereof, or in the event of a sale, and if so request attornment to the purchaser upon such foreclosure or sale, and recognize such purchaser as the Landlord under this lease.

27. MOVE-OUT. If Resident moves out of the Premises before the end of the lease term or renewal period, Resident will remain responsible for the rent through the end of the lease term or renewal period. In no event may Resident's move-out terminate the lease sooner than the end of the lease term or renewal period. If Resident fails to fulfill lease term, Resident will be liable for a cost of re-letting charge of \$_____. plus continued responsibility of the term of this lease and other damages or charges to which owner is entitled.

____ Initial ____ Initial

Resident shall be responsible for obtaining written acknowledgement from Landlord that move-out has been received. If Resident moves out without rent being paid in full for the entire lease or renewal period, Resident will be liable for future rentals and other damages or charges to which Landlord is entitled.

28. In addition to any other duties, which Resident has under this Lease, Resident will:

- a. Lease the Unit when the Lease ends and return all keys and access devices/remotes to Landlord by personal delivery;
- b. Return the Unit clean and free of garbage or trash; and in good order and repair, reasonable wear and tear accepted; and complies with all other terms of this Lease and the law.

Resident may also be present at the time of the move—out inspection at the end of the Lease. Resident must contact management to schedule an appointment for the inspection at least seven (7) days prior to the move out date assigned on page 1 of this Lease.

A copy of the move-out procedures, which details the cleaning and Unit standards as well as the potential charges, may be obtained from Landlord at Resident's request. Resident is responsible for cleaning the Unit, including all common areas, thoroughly and following all of Landlord's cleaning instructions prior to move-out. If Resident does not clean Unit to Landlord's specifications then Landlord will charge Resident a reasonable fee for the cleaning of the Unit. Common area damages will be split amongst all Residents in Unit. Bedroom damages will be split amongst all Residents who have leases for that specific bedroom.

A fifteen percent (15%) administrative charge will be added to all preparation/cleaning/painting charges to the Unit to account for Landlord's time. Charges for damages may occur at any time during the Lease term.

29. If Resident's abandoned personal property is determined to be of little or no value, it will be destroyed or disposed of pursuant to A.R.S. 33-1370. In the event Resident leaves personal property in the Premises after Resident vacates and returns possession, such property may be immediately disposed of at Landlord's discretion and shall be deemed to have a value no greater than \$1.00.

30. In the event that if suit or an eviction action is brought to enforce any rights of either party hereto, all reasonable attorney fees, court costs and processing fees shall be paid to the prevailing party. In order to reduce the cost of litigation for all Parties, the Parties agree to waive their right to a jury trial.

31. Resident agrees to procure Renter's insurance in order to protect Resident's belongings and insure against Resident's liability. Renter's Insurance can cover such things as any damage/theft to Resident's personal items. Resident's personal items are not covered by Landlord or Landlord's insurance. Resident's insurance will shall provide coverage for liability that may result involving friends, guests, invitees and pets (again not covered by Landlord or Landlord's insurance).

32. If resident does not meet the residential rental criteria as determined by Landlord in its sole and absolute discretion, each Resident must provide Landlord a Guaranty Agreement in a form and substance acceptable to Landlord and executed by a qualified Guarantor acceptable to Landlord, in its sole and absolute discretion. The signed Guaranty Agreement for each Resident

must be delivered to Landlord within 7 days of Resident signing this Lease. Landlord may cancel this Lease at any time thereafter, if Resident does not provide the signed Guaranty Agreement to Landlord. Resident will not be allowed to move—in without a complete Lease file including the Guaranty Agreement. If Resident does not have a signed Guaranty Agreement form, Resident is still liable for all Lease payments for the Term. It is the Landlord's option as to whether to accept the Guaranty Agreement or not. It is not the option of the Resident as to whether or not to have the Guaranty Agreement completed and returned to Landlord.

ADDITIONAL

TERMS

The following Exhibits are attached hereto and made a part hereof:

- Exhibit "A" – Rules & Regulations
- Exhibit "B" – Crime Free Lease Addendum
- Exhibit "C" – Trespass Addendum
- Exhibit "D" – Guaranty Agreement (where required)

See addendum(s) for any additional terms, which are part of this Lease.

33. Whenever possible, each provision of this lease shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this lease shall be deemed invalid or prohibited there under, such provision shall be ineffective only to the extent of such remained of such provision of the remaining provisions of this lease.

THIS IS A BINDING LEGAL DOCUMENT – READ CAREFULLY BEFORE SIGNING

The above constitutes the entire lease. All amendments must be made in writing; no verbal agreements will be accepted.
IN WITNESS WHEREOF, the parties to these presents have hereunto, set their hands this day and year.

By Landlord:

(Date Signed)

By Resident:
