

RESIDENTIAL LEASE AGREEMENT

DATE OF LEASE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Landlord: \_\_\_\_\_ (herein "Landlord", "us", "we" or "our")

Resident: \_\_\_\_\_ (herein "Resident", "you" and "your")

Landlord agrees to rent and Resident accepts this Lease on the following Conditions:

This is a Joint and Several Lease with Individual Rent Responsibility. All Residents in the Unit are jointly and severally responsible for all obligations under this Lease except for Rent, the Security Deposit amount (if required) and any Fees, which are the individual responsibility of each Resident.

1. **PROPERTY AND OCCUPANTS**

Landlord agrees to rent to Resident the following Unit at:

- a. Apartment/Rental Home Property: \_\_\_\_\_, Tucson, AZ
- b. Unit: Resident's specific Unit and Bedroom will be assigned to Resident by Landlord prior to the beginning of the Term listed in Paragraph 2.
- c. Address of Unit: \_\_\_\_\_, Tucson, AZ 857 \_\_\_\_\_
- d. Desired Unit & Bedroom Description
  - 1. Unit Type: \_\_\_\_\_ bed(s) \_\_\_\_\_ bath(s)
  - 2. Unit # (assigned on or before the Lease commencement): \_\_\_\_\_
  - 3. Bedroom # (assigned on or before the Lease commencement): \_\_\_\_\_

Landlord has the right to relocate Resident to another bedroom and/or Unit of comparable floor plan style and bedroom type, if available, within the Apartment/Rental Home Property. In the event that Landlord must relocate Resident, Landlord agrees to exercise best commercial efforts to relocate Resident to a comparable Bedroom and/or Unit. Resident acknowledges and agrees that Landlord cannot guarantee that Landlord will relocate Resident to a comparable Bedroom type. In the event Resident is relocated to a different Bedroom type with lower market rent, the Rent will be modified to the market rent for such Bedroom type. If Resident requests a room reassignment, Landlord will attempt to accommodate the request but makes no guarantees that all requests can be accommodated. All requests for room reassignment must be provided to Landlord in writing. If Landlord is able to accommodate Resident's request, Resident will pay Landlord a \$400.00 fee prior to any relocation. Landlord's consent to one or more relocations will not be a waiver of its right to deny any future relocation.

The "Property" is defined as including each of the following:

- a. Resident's use of a Bedroom in a Unit in the Apartment/Rental Home Property;
- b. Resident's shared use of the Common Areas in the Unit and the Apartment/Rental Home Property (for purposes of this Lease, "Common Areas" are those areas within the Unit to which Resident has access without going into another Bedroom and, within the Apartment/Rental Home Property, those areas to which all Residents have general access);
- c. Resident's use of all appliances and furniture within the Common Areas of the Unit; and
- d. Resident's shared use of the mailbox assigned to Resident by the Landlord.

2. **TERM**

The term of this Lease shall commence at 1:00 p.m. on Friday August \_\_\_\_\_, 2018 and shall end at 6:00 p.m. on Sunday July \_\_\_\_\_, 2019. This period is referred to as the "Term."

3. **SECURITY DEPOSIT AMOUNT**

Resident agrees to pay Landlord the sum of \_\_\_\_\_ as a Security Deposit.

4. **SECURITY DEPOSIT TERMS**

The following terms and conditions apply to a Security Deposit:

- a. Before moving into the Unit, Resident must pay the Security Deposit amount listed in Paragraph 3.
- b. Resident may not apply or use the Security Deposit for payment of Rent under the Lease. Under no circumstances is Landlord obligated to apply the Security Deposit to Rent or other charges in arrears.
- c. Resident agrees that prior to returning the Security Deposit to the Resident, Landlord may use all or part of the Security Deposit: to pay Landlord's costs to return the Unit to move in ready condition and repair or restore damages caused by Resident to the Unit or the Property; provided that within the time period required by law irrespective of whether Resident has vacated or abandoned the Unit, Landlord shall deliver an itemized list of the repairs completed by Landlord and the cost associated with such repairs. Landlord has the right, but not the obligation, to apply the Security Deposit if Resident fails to pay Rent or Additional Rent, Utilities, and any other applied fees provided Landlord delivers an itemized list of the nature and cost of the repairs to which required.
- d. Landlord will return the Security Deposit, less any outstanding charges, within the time frame required by local or state law provided Resident gives Landlord written notice of Resident's new address.

It is expressly acknowledged and agreed by Resident that the Security Deposit will not be Landlord's limit of damages if Resident violates this Lease, and Resident may be liable for damages in excess of the Security Deposit. Among other items, the cost of labor and materials for repairs, in excess of "normal wear" and the amount of delinquent payments of Rent and other charges, and late charges, may be charged by Landlord at the end of Term.

5. **FEES**

In addition to paying **Rent**, **Resident** agrees to pay **Landlord** the following deposits and fees:

- a. Application Fee: \$ \_\_\_\_\_
- b. Other Fees: \_\_\_\_\_

6. **RENT**

Total **Rent** due for this **Lease Term** is \$ \_\_\_\_\_ plus any required sales taxes. **Rent** will be due and payable in an initial installment of \$ \_\_\_\_\_ (plus any applicable sales tax) prior to occupancy, eleven (11) equal monthly installments of \$ \_\_\_\_\_ (plus any applicable sales tax) and one final installment of \$ \_\_\_\_\_ (plus any applicable sales tax). **Resident** must also pay additional charges as identified in this **Lease**. **Resident must pay Resident's Rent on or before the 1st day of each month ("Due Date")**. **Rent** unpaid after the due date is delinquent. Any delinquent rental amounts shall bear interest at the rate of 1.5% per month (18.0% A.P.R.) until paid in full.

- a. **If Resident doesn't pay all Rent on or before the first day of the month, Resident will be obligated to pay a late charge of \$50 on the 2nd of the month and an additional \$10 per day late charge for each and every day until the account is paid in full or \$150 in late fees are accrued, whichever occurs first. 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.**
- b. **Rent** shall not be considered late if it is received by **Landlord** the 1<sup>st</sup> day of the month such **Rent** is due; the **Due Date**.
- c. **Resident** must pay full **Rent** when due and may not deduct funds from rental payments for any reason, unless otherwise allowed by law. **Landlord** may first apply payment(s) towards any outstanding balances due, such as, but not limited to delinquencies, prior balances, maintenance and/or damage charges, additional **Rent** and lockout fees before the current **Rent** is credited.
- d. **Resident** may not pay **Rent** in cash. **Resident** must pay **Rent** by check, money order, certified funds, online payment, or as otherwise agreed by **Landlord** in writing. **Landlord** does not have to give **Resident** a receipt for rental payments made by check or money order. **Landlord** may, at **Landlord's** option, require at any time that **Resident** pay all **Rent** and other sums in certified or cashier's check, money order, or a single monthly check.
- e. Any accord, satisfaction, conditions or limitations noted by **Resident** on or in any rental payment shall be null and void.
- f. **Resident** is liable for all costs or charges associated with **Landlord** having to provide special services (unless required by law) to **Resident** or at **Resident's** request and for all fees or fines as described in Rules and Regulations.
- g. **Rent** payments are to be made payable to \_\_\_\_\_.
- h. **Rent paid in person** must be paid to **Landlord** at the following address: 330 E. Speedway, Tucson, AZ 85705.
- i. **Rent** may also be paid by **US Mail**, first class postage paid, and mailed to P.O. Box 40070, Tucson, AZ 85717. **Rent must be received on or before the first of the month** to be considered on time. Any **Rent** payment received after the 1<sup>st</sup> of the month will be credited as of the date received and any applicable late fees will be charged.
- j. **Landlord** may change payee and payment address upon written notice to **Resident**.

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7. **RETURNED CHECKS**

If **Resident's** payment is returned for any reason, **Resident**:

- a. must pay a charge of \$50.00 as **Additional Rent** for each and every payment that is returned;
- b. will be responsible for any late **Rent** charges retroactive to the due date listed in **Paragraph 6**; and
- c. will be in violation of the **Lease** for failing to pay the **Rent** on time, unless the fee and any late **Rent** charges are paid within the notice requirements of applicable law.
- d. If during the term of this **Lease** two (2) of **Resident's** personal checks are returned to **Landlord**, **Landlord** will require that all **Rent** and other sums due and owing from **Resident** be made payable to **Landlord** in either certified or cashier's check or money order.

8. **DEFAULT CONDITIONS OF LEASE BY RESIDENT**

**Resident** is found in default of this **Lease** if **Resident**:

- a. fails to pay **Rent** or **Additional Rent** when it is due; or
- b. does anything which is not permitted by this **Lease**; or
- c. fails to do anything which is required by this **Lease**; or
- d. gives **Landlord** false information, including information or signatures on **Resident's** or the Guarantor's/Co-signer's rental application, on the **Lease** or the Guarantor Agreement; or
- e. fails to pay in timely manner, disconnects or shuts-off any of the utilities which are payable by **Resident** or the other **Residents** of the **Unit**; or
- f. **Resident** fails to pay any fine within 3 days after it is levied in accordance with this **Lease** or the **Rules and Regulations**.

9. **ACCELERATION**

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

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10. **OTHER REMEDIES**

In addition to all of **Landlord's** other rights and remedies under state and local law and this **Lease**, **Landlord** may report unpaid amounts to credit agencies. If **Resident** defaults and moves out early, **Resident** will pay **Landlord** any amounts stated to be rental amounts in the **Section entitled "RENT"**, in addition to other sums due. Upon **Resident's** default, **Landlord** reserves all other available legal remedies, including, but not limited to, **Lease** termination. Late charges are liquidated damages for **Landlord's** time, inconvenience, and overhead in collecting late **Rent** (but are not for attorney's fees and litigation costs). **Resident** must pay all collection---agency fees if **Resident** fails to pay all sums due within 10 days after **Landlord** mails **Resident** a letter demanding payment and stating that collection agency fees will be added if **Resident** fails to pay all sums by that deadline. **Landlord** may accelerate **Rent** – see **Section entitled "ACCELERATION"**.

**11. LEASE GUARANTEE**

If **Resident** does not meet the residential rental criteria set forth in this **Lease** 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.**

**12. INSURANCE**

It is acknowledged and agreed by **Resident** that **Landlord** does not provide any insurance coverage for the **Resident's** property. **Resident** shall obtain **Renters Insurance** with minimum liability coverage of \$100,000. **Resident** shall provide **Landlord** Proof of Insurance with 30-day cancellation notice prior to occupancy. Failure to provide said Proof of Insurance may result in **Resident** being denied occupancy until Proof is received. **Resident** has the responsibility to protect himself/herself and to maintain appropriate insurance over **Resident's** person and property. **Resident** should always act on the assumption that no security systems exist because no system, including electronic intrusion safety devices, can guarantee protection against crime or accidents. Such systems are subject to malfunction, human error, or ordinary avoidance. Further, repairs to gates, fences, and other such devices cannot always be completed immediately. **Resident** acknowledges that he/she has read, understood and agrees with the above notice. **Resident** acknowledges that it has received no representations or warranties, either expressed or implied, as to the overall safety or security of the **Unit** and **Property**.

**13. RESIDENT'S RESPONSIBILITY FOR INJURY OR DAMAGE**

**Resident** expressly and unequivocally agrees to be liable to the **Landlord** and/or the **Landlord's** insurer in tort for damage to the **Unit** and the **Property**, including but not limited to break-in, fire or water damage, caused by **Resident's** conduct, or the conduct of **Resident's** occupants, guest, licensees, invitees or agents. **Resident** agrees to comply in all respects with any policy of insurance covering said **Unit** and the **Property** or contents so as not to cause an increase in premium or void any insurance policy.

**Resident** agrees that **Resident** is responsible for:

- a. all personal property of **Resident** and **Resident's** family, guests or persons invited by **Resident** in or on the **Property**, including automobiles;
- b. loss, damage, costs, injury or death caused by **Resident** or **Resident's** family, guests or persons invited by **Resident** for the use of **Resident's** property;
- c. any claim due to acts or from any failure to act by **Resident** or **Resident's** family, guests or persons invited by **Resident**;
- d. payment for damages or costs of **Landlord** from any claim based upon the acts of **Resident** or **Resident's** family, guests or persons invited by **Resident**.
- e. all damages or loss of property of **Landlord** resulting from break-in or malicious acts throughout the term of this lease.

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**14. LANDLORD UNABLE TO GIVE POSSESSION**

- a. **Landlord** will not pay damages to **Resident** if **Landlord** cannot give possession for reasons beyond **Landlord's** reasonable control.
- b. If **Landlord** is unable to give possession of the **Unit** to **Resident** on the date when the **Lease** is to start, **Rent** will be abated on a daily basis during the delay. **Resident** must pay **Rent** or **Additional Rent** for any part of a month that **Resident** has possession.
- c. **Resident** may end the **Lease** if possession of the **Unit** is not given to **Resident** within 30 days of the date the **Lease** begins. **Resident** must give notice to **Landlord** in writing before the 6th day after the 30---day period has expired to end the **Lease**. The **Lease** will continue if **Resident** does not give **Landlord** written notice that **Resident** is ending **Lease**. All duties and obligations of **Resident** under the **Lease** will remain in effect.

If **Landlord** violates this **Lease**, before **Resident** may bring any action against **Landlord** for such violation, **Resident** must first give **Landlord** written notice of the nature of **Landlord's** violation and allow **Landlord** 30 days (or such shorter time as provided in applicable law) to remedy it.

**15. RIGHT OF REFUSAL**

Until **Landlord** has executed this **Lease** and received all required documents and other items, **Landlord** shall have the right to refuse to **Lease** your bedroom to you for any reason whatsoever, provided however, such refusal shall not be based on your race, religion, sex, color, familial status, handicap or national origin. In the event of a refusal, you shall be refunded, if applicable, any prepaid **Rent**.

**16. ACCEPT CONDITION OF UNIT**

- a. Roommate compatibility is not guaranteed.
- b. **Resident** accepts the **Unit** and **Property** in its present condition and designates it fit and habitable.
- c. **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** must test all smoke detectors. The purpose of the list is to document the condition of the **Unit** at the time the **Term** of the **Lease** commences.
- d. **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 excepted. **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.**

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**17. USE**

The **Property** is to be used and occupied by **Resident** for a residence and for no other purpose whatsoever. **Resident** shall not use or permit use of the **Property**, or any part of the **Property**, for any other purpose without our written consent.

- a. Only the **Resident** listed on this **Lease** may live in the **bedroom**; however, **Resident** acknowledges that that the **Unit** may be occupied by another **Resident**; provided the additional **Resident** has an executed **Lease** or is listed in **Paragraph 1** of this **Lease**.
- b. No one other than **Resident** may occupy the **bedroom**. Persons not listed above must not stay in the **bedroom** for more than 2 consecutive days without **Landlord's** prior written consent, and no more than twice that many days in any one month.
- c. **Resident** hereby agrees that **Landlord** may share **Resident's** name and contact information with Roommates prior to commencement of the lease term.
- d. If **Resident** allows another person to occupy any unrented/vacant bed space in the **Unit**, all **Residents** in the **Unit** will be jointly and severally responsible for the **Rent** for that bed space. All **Residents** in the **Unit** will be jointly and severally responsible for all costs associated with returning the unrented/vacant bedroom to its original condition.
- e. **Resident** may not commit any act or allow any activity to occur on the **Property**, which violates or breaks any Federal, State or local laws or ordinances, rules or regulations. **Resident** may not use or allow the **Property** to be used for any disorderly or illegal purpose. The **Unit** may only be used as a private residence.
- f. **Resident** may not store or allow any hazardous, flammable or toxic substances in or on the **Property**. **Resident** may not do or allow any behavior in the **Property** which is a nuisance or which creates a risk of injury, loss or damage. **Resident** may not engage in or allow any activity, which increases the costs of insurance or the **Landlord's** ability to either acquire or keep insurance coverage on the **Property**.

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**18. AGREEMENT TO LIVE IN A COOPERATIVE MANNER**

**Resident** understands and agrees that **Resident** is being permitted to rent an undivided portion of the Apartment/Rental Home **Unit** at a rental rate that is less than would be required for the rental of the entire Apartment/Rental Home **Unit** and that **Landlord** intends to rent other undivided portions to other persons. **Resident** knowingly consents to this arrangement and agrees to live in a cooperative manner with Your Roommates who will share the Apartment/Rental Home **Unit**. **Resident** understands that You and Your Roommates must agree among Yourselves how utilities (if applicable) and other communal costs will be shared and paid. If the Apartment/Rental Home **Unit** is rented at less than full occupancy, **Landlord** will lock the doors to the bedrooms that are not rented and deny access to that area. You understand that **Landlord** has no way of insuring that Your Roommates will be acceptable to or compatible with You or that their character will be impeccable. **Landlord** shall not be responsible for any personal conflict of You with your Roommates, Your Roommates guests or other invitees, or with any other residents who resides at the **Property**. The communal living arrangement created by this agreement is structured as an accommodation to You. **Landlord** is not and will not be responsible for the acts or omissions of Your Roommates and **Resident** assumes the risk of living with others under this arrangement.

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**19. APPLIANCES AND FURNITURE**

- a. **Landlord** will provide the following appliances and furniture: Refrigerator/Freezer, Dishwasher, Range/Oven, Garbage Disposal, Washer/Dryer, Microwave, Living Room Flat Panel Television, Coffee Table or end table(s), Couch, Dining table and chairs, and patio furniture.
- b. **Landlord** will repair or replace non-working appliances.
- c. **Resident** assumes full responsibility for items furnished by **Landlord** and agrees to return them to **Landlord** at the expiration of the **Lease** Term in as good condition as when **Resident** received them, reasonable wear and tear excepted. **Resident** shall not remove any of **Landlord's** furniture, fixtures or appliances from the room they were in on the Start Date of this **Lease** without **Landlord's** prior written consent, which may be withheld at **Landlord's** sole discretion. **Resident** shall return all furniture, fixtures and/or appliances to their original positions prior to vacating the **Unit**. **Resident** shall not remove **Landlord's** furniture, fixtures and/or appliances from the **Unit** for any reason. **Resident** shall be responsible for all loss, breakage or other damage to furnishings and appliances.

**20. LAUNDRY FACILITIES**

Individual Washer and Dryer are included in each **Unit**. **Resident** shall use Washer and Dryer properly and in accordance with manufacturer's instructions. **Resident** is required to clean lint trap after each Dryer use to prevent fire.

**21. UTILITIES**

- a. **Landlord** will supply and pay for the following utilities / services:
  1. HS Internet Service (subject to data limits set by Provider, overages will be billed to **Residents**).
- b. Other Utilities, including Water, Sewer, Trash, Recycling, Electric & Gas (as applicable) will be maintained in **Landlord's** name. **Resident** agrees to use utilities in a careful and conservative manner.
- c. Utility costs will be allocated and billed to the **Resident** according to the total number of **Residents** living in the **Unit** and charged to each **Resident** individually. A \$5.00 monthly administration fee in accordance with ARS 33-1314.01 will be charged.
- d. At **Lease** inception, **Resident** will pay **Landlord** \$100.00 as an initial utility charge. The apportioned utility charges will be deducted, and **Resident** utility payments will be credited as they occur. Any excess will be returned to the **Resident** following the fulfillment of the **Lease**.
- e. Unless **Landlord** instructs **Resident** otherwise, **Resident** must, for 24-hours a day during freezing weather, (a) keep **Unit** heated to at least 50 degrees F., (b) keep cabinet and closet doors open; and (c) drip hot and cold-water faucets. For any day with weather exceeding 100 degrees, **Resident** must keep **Unit** cooled to a temperature no higher than 85 degrees. **Resident** is liable for damage to both **Landlord's** and **Resident's** property and the property of others if the damage is the result of the utilities being turned off or because of broken water pipes due to **Resident's** violation of these requirements.
- f. In case of fire or other life-threatening situation, **Resident** should call 911.

## **INTERNET & TELEVISION SERVICE**

### **Telecommunications Services**

**Landlord** is providing basic Internet service to **Resident**. Service is subject to Network Access, Acceptable Use and Performance Level terms (see below). If **Resident** wants television channels or services or greater internet capacity, they will be at **Resident's** expense and **Resident** must make arrangements through the **Landlord's** approved provider. These additional services not paid by **Landlord** must remain on and paid for by **Resident**, in **Resident's** name(s), through their contracted ending date regardless of whether **Resident(s)** have moved out.

**Landlord** will not be liable for any interruption, surge, or failure of telecommunications services (including internet access, television service and voice service) to the Apartment/Rental Home or any damage directly or indirectly caused by the interruption, surge or failure. **Resident** hereby releases **Landlord** from any and all such claims and waives any claims due to such outages, interruptions, or fluctuations.

### **Network Access**

**Resident** may find it necessary to purchase a network interface card, wireless PC card or other hardware in order to connect to the internet service. **Landlord** is not responsible for the purchase of these items and **Landlord** cannot guarantee compatibility with any device **Resident** may have. Any conflicts between the software compatibility of the network and the **Resident's** computer operating system or any other feature will be the responsibility of the **Resident** to resolve. **Landlord** will not be responsible for software issues related to the user's personal computer.

### **Acceptable Use**

Internet services, equipment, wiring and/or jacks may not be tampered with or modified. Internet users shall not setup, host or maintain "server" type services.

The Internet may be used for only legal purposes and to access only those systems, software and data for which the user is authorized. Sharing access to copyrighted material on the network is prohibited. Be advised that **Landlord** and **Landlord**-approved provider will cooperate fully with any law enforcement agency or official in the disclosure of all pertinent information pertaining to any investigation or prosecution of illegal conduct by an individual or suite where access of the Internet services were obtained.

All users of the Internet are advised to consider the open nature of information disseminated electronically, and should not assume any degree of privacy or restricted access to such information. **Landlord** and **Landlord** approved-provider strive to provide the highest degree of security for transferring data, but cannot be held responsible if these measures are circumvented and information is intercepted, copied, read, forged, destroyed or misused by others.

### **Performance Levels**

Many factors affect the speed of access to the Internet. Internet users are not guaranteed the maximum service performance (throughput speed) levels but every reasonable effort will be made to ensure the highest possible quality of service is delivered. Internet users understand that any content that they may access may be subjected to "caching". Simultaneous use of bandwidth applications (e.g.: streaming media) by multiple users may result in a user experience that is slower when compared to single user.

Every reasonable effort will be made to ensure high availability of the Internet services to the Internet user. Service outages for routine maintenance, equipment failures, or emergency servicing will happen over the course of the year and the **Landlord** will not be held responsible except only to the extent of **Landlord's** negligence or willful misconduct.

## **22. TRASH REMOVAL**

Trash must be disposed of in accordance with the directions of the **Landlord**. All trash must be removed as it accumulates in the **Property**. Trash may not be kept in closets, hallways, etc. Additionally, **Resident** may never place trash or debris outside of the front door to the **Unit**, in any common area of the building, on a patio or balcony or in private yards. If **Resident** violates these requirements or said **Landlord** directions, **Landlord** may without notice properly dispose of said trash or debris and charge **Resident(s)** accordingly. If **Resident** violates local ordinances for removal of trash/recycling and **Landlord** is fined, **Resident** must pay the fine and any costs incurred by **Landlord** as a result of **Resident's** actions. All **Residents** in the **Unit** will be jointly and severally responsible for such charges or costs.

## **23. LOCKS, KEYS AND LOCK OUTS**

Locks may not be changed or added by **Resident** without prior written permission of **Landlord**. Locks must be left in place upon vacating the **Unit**. **Landlord** must have keys to all locks. All keys must be returned to **Landlord** upon termination of occupancy. If applicable, gate cards and remotes must be returned to **Landlord** upon termination of occupancy, or **Landlord** may charge actual replacement costs plus a 15% administrative fee.

If **Resident** finds it necessary to have authorized personnel unlock **Unit** or Bedroom, a \$40.00 fee will apply, payable at the time service is rendered. **Landlord** will furnish **Resident** with one key to the main entry door, one key to the Bedroom (if applicable). **Resident** will be charged \$50.00 per lost Bedroom key and \$30.00 per lost mailbox key. Each **Resident** may only possess one main entry door key; therefore, if the main entry door key is lost and **Resident** requires a replacement, locks will be changed or rekeyed and **Resident** will be charged \$75.00. **Resident** agrees that such keys are provided solely for **Resident's** own use; duplicates will not be made of such nor will keys be loaned to any person. **Landlord** reserves the right to suspend this service at any time.

**24. PETS**

No animals (including mammals, reptiles, birds, fish, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the **Property** unless **Landlord** has authorized so 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. A pet deposit is considered a general **Security deposit**.

**Landlord** will authorize a therapy animal or an emotional support animal after first receiving a written affidavit from a qualified health care professional verifying the **Resident's** disability under Section 504 of the Fair Housing Act or relevant provisions of the Americans With Disabilities Act and the need for a therapy animal or emotional support animal; provided such animal does not pose a direct threat to the safety of other occupants of the **Property**. In such situation **Landlord** will not require a pet deposit and/or a pet fee. If **Resident** knows he/she will require a therapy animal or emotional support animal prior to or at the time of **Lease** signing, he/she must notify the **Landlord** of the requirement. If the emotional support animal is particularly disruptive, or the **Resident** fails to take proper measures to ensure that the support animal does not unreasonably interfere with other residents, **Landlord** reserves the right to deny the accommodation or file for eviction of the **Resident**.

**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** to pay a pet security deposit and execute a Pet Addendum. The pet deposit is \$300 and must be paid at the time the Pet Addendum is signed. If **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 defleaing, 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 such 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 or 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.

**25. UNAUTHORIZED VEHICLES**

- a. Prior to parking on the **Property**, **Resident** shall register **Resident's** vehicle (one per **Resident**) with the **Landlord** and obtain a parking sticker for the **Lease** period which is to be permanently displayed as instructed.
- b. No unregistered or disabled automobiles, trailers, campers, boats, etc. are allowed on the **Property** at any time.
- c. **Resident** may not make repairs to automobiles on the **Property**.
- d. **Landlord** may tow, at **Resident's** expense, any vehicle determined by **Landlord** to have been abandoned or parked in violation of this **Lease**, other **Property** parking regulations or otherwise in violation of law.

**26. SMOKING PROHIBITED**

**Resident** shall not smoke, nor shall **Resident** permit any of **Resident's** guests or invitees to smoke, within any Apartment/Rental Home on the **Property**. Due to the increased risk of fire, increased maintenance costs, and the known health effects of second-hand smoke, smoking is prohibited indoors in any area of the **Property**; both private and common. This policy applies to all owners, residents, guests and service persons. **Residents** are responsible for ensuring that family members, roommates and guests comply with this rule. If smoking or the remnants of smoking are observed in **Resident's** Apartment/Rental Home **Unit**, **Resident** will be issued a written notice of violation and **Resident** shall pay **Landlord** a nonrefundable fee in the amount of \$300 plus an additional nonrefundable \$25 charge for each additional day that **Resident** is determined to be in violation of this paragraph. **Resident** agrees that the actual damages that might be sustained by **Landlord** by reason of the breach by **Resident** of this paragraph, absent specific, ascertainable damage caused by smoking, are uncertain and would be difficult to ascertain, and that the sum set forth above would be reasonable compensation for such breach. As such, **Resident** hereby promises to pay, and **Landlord** hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. However, **Resident** and **Landlord** agree that such sum set forth above is only to compensate **Landlord** for damages that are difficult to ascertain and shall not function to compensate **Landlord** for ascertainable damages arising from smoking. As such, **Resident** understands and agrees that, in addition to the amounts set forth in this paragraph, **Resident** shall be liable to pay for all ascertainable damages caused by smoking, and that **Landlord** may, in its discretion, declare the **Lease** to be in default.

**27. NOTICES**

**Landlord** and **Resident** must send all notices by pre-paid postage via certified or registered mail or via hand delivery. Delivery shall include hand delivery by **Landlord** of the notice to the **Unit** or in the **Resident** mailbox or hand delivery to the Management Office by **Resident** is deemed sufficient.

**28. WRITTEN CHANGES TO THE LEASE** All of the promises and understandings between **Landlord** and **Resident** are contained in this **Lease**.

There are no other promises or understandings between the parties. Any changes to this **Lease** must be in writing signed by both **Landlord** and **Resident**. Neither **Landlord** nor any of **Landlord's** representatives have the authority to make any oral promises, representations or agreements. This **Lease** constitutes the entire agreement between **Landlord** and **Resident**. **Landlord's** representatives have no authority to waive, amend, or terminate this **Lease** or any part of it, unless in writing, and no authority to make promises, representations or agreements that impose security duties or other obligations on **Landlord** or **Landlord's** representatives unless in writing. Notwithstanding, **Landlord** reserves the right, and **Resident** hereby acknowledges such right, to adopt new or modify existing rules and regulations upon notice to **Resident**.

**29. MAINTENANCE**

**Landlord** agrees to do any maintenance or structure repairs that are needed to the **Unit**. **Resident** agrees to keep the **Unit** clean, neat and

safe. **Landlord** shall act with customary due diligence to:

- a. keep exterior common areas reasonably clean;
- b. maintain fixtures, furniture, hot water, heating, and A/C equipment;
- c. substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- d. make all reasonable repairs, subject to **Resident's** obligation to pay for damages for which **Resident** is liable.

**Resident** agrees to:

- a. immediately report to **Landlord** any damages or needed repairs; and
- b. pay for repairs which are needed due to the fault of **Resident** or any of **Resident's** family or guests.

**Landlord** may temporarily turn off equipment and/or interrupt utilities to **Resident's Unit** and/or the **Property** to avoid property damage or to perform work requiring such interruption as determined in **Landlord's** sole judgment. **Landlord** will not be liable for any inconvenience, discomfort, disruptions or interference with **Resident's** use of the **Property** because **Landlord** is making repairs, alterations or improvements to the **Unit** or the **Property** except only to the extent of **Landlord's** negligence or willful misconduct. If **Resident** requests any repairs, and **Landlord** approves such request, the repairs will be done during **Landlord's** usual working hours unless **Resident** requests in writing that such repairs be done during other hours. If **Landlord** approves such request **Resident** will have to pay in advance any additional charges resulting from such request.

**Resident** agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the **Unit**, including:

**Resident** shall (a) remove any visible moisture accumulation in or on the **Unit**, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans in kitchen and bathroom when necessary, and (d) keep climate and moisture in the **Unit** at reasonable levels, (e) clean and dust the **Unit** regularly, and shall keep the **Unit**, particularly the kitchen and bath, clean and dry.

**Resident shall promptly notify Landlord in writing of the presence of any of the following conditions:**

- a. A water leak, excessive moisture, or standing water inside the **Unit** or any Common Areas.
- b. Mold or mildew growth in or on the **Unit** that persists after **Resident** has tried to remove it as directed above,
- c. A malfunction in any part of the heating, air-conditioning, or ventilation system in the **Unit**.

**Resident** shall be liable to **Landlord** for damages sustained to the **Unit** or to **Resident's** person or property as a result of **Resident's** failure to comply with the terms of this subsection. If **Landlord** incurs the cost of pest control in **Resident's Unit** or the **Property** as a result of **Resident's** actions all **Residents** in the **Unit** shall be responsible for the cost.

If **Landlord** believes that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to **Resident**, **Landlord** may terminate this **Lease** by giving **Resident** at least 5 days written notice. **Landlord** may also remove personal property if it causes a health or safety hazard. If the **Lease** is so terminated, **Landlord** will refund prorated **Rent** and all deposits, less lawful deductions.

### 30. CHANGES TO THE PROPERTY

**Resident** must get written permission from **Landlord** before **Resident** makes any changes, improvements or additions to the **Unit**.

### 31. LANDLORD'S ENTRY ONTO THE PROPERTY **Landlord** or **Landlord's** agent may enter the **Unit** by any means necessary:

- a. by giving **Resident** a forty-eight (48) hour written notice of intent to enter **Unit**; or
- b. without notice to **Resident** in the event of an emergency or situation where it is impractical to give forty-eight (48) hour notice such as inspection of possible **Lease** violation; or
- c. if noise inside **Resident's Unit** constitutes a public nuisance or is too loud to hear someone knock at the door, and **Landlord** reasonably believes there is an emergency; or
- d. with reasonable prior written notice to **Resident** to show the common area of the **Unit** and any vacant bedroom to a prospect.

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### 32. LANDLORD'S RESPONSIBILITY

**Landlord** is not responsible for any loss, expense, injury or damage to any person or property caused to items including but not limited to theft; fire; ice, snow, or rain; water; plumbing or pipe leaks; malfunction of appliances; interruption of any utilities or services of the **Property**; power surges; sprinkler systems except only to the extent of **Landlord's** negligence or willful misconduct.

Except for **Landlord's** liability arising under applicable law, **Resident**, for **Resident** and for **Resident's** guests, releases **Landlord** and **Landlord's** respective successors, together with each of their officers, directors, shareholders, employees, attorneys, agents and affiliates (collectively, the "released parties") from any and all claims and/or damages (i) for loss or theft of **Resident's** or **Resident's** guests' personal property and/or (ii) which may arise out of any accidents or injuries to **Resident**, members of **Resident's** family or **Resident's** guests, in or about the bedroom, the **Unit**, the building, or the **Property**, even if such claim or damage was caused in whole or in part by the negligence of the released parties. **Resident** assumes for **Resident** and all members of **Resident's** family and **Resident's** guests, any and all risks from any accidents in connection with use of the **Unit**, the Common Areas, the **Property** and **Property** Facilities or other amenities, it being understood that all such facilities and amenities are gratuitously supplied for **Resident's** use and at the user's sole risk. **Resident** hereby indemnifies **Landlord** and each of the released parties from and against any and all claims, liabilities, actions, costs and damages which **Landlord** or any of them may suffer or incur as a result of **Resident's** negligence, willful misconduct, and/or violations of this **Lease** except only to the extent of **Landlord's** negligence or willful misconduct.

33. **SECURITY DEVICES**

Resident acknowledges and agrees that Landlord is NOT obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security (collectively, "Security Services") and, in the event and to the extent Landlord furnishes any such Security Services, Landlord can, at its sole and absolute discretion discontinue any of such items provided at any time without notice.

34. **FIRE SAFETY**

- a. Immediately call 911 in the event of a fire emergency.
- b. Landlord shall furnish smoke detectors in good working order, 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 does not replace batteries as needed, Resident may be liable to Landlord for necessary damages as stated in state statutes. 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.
- c. If Resident's Unit contains an overhead sprinkler system, Resident must take care not to unintentionally trigger the overhead sprinkler system in Resident's Unit. Resident may NOT hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. Landlord will not be responsible for any damage that occurs as a result of such situations.

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35. **FIRE OR OTHER CASUALTY**

In addition to Resident's rights under applicable law, if in Landlord's reasonable judgment, the Bedroom, the Building or the Property is materially damaged by Fire or other casualty, Landlord may terminate this Lease within a reasonable time after such determination by giving Resident written notice of such termination. If Landlord does terminate the Lease, and Resident did not cause the loss, Landlord will refund prorated, prepaid Rent and the Security Deposit, less lawful deductions. If Landlord determines that material damage has not been caused to the Unit, the Building or the Property, or, if Landlord has elected not to terminate this Lease, Landlord will, within a reasonable time, rebuild the damaged improvements.

36. **LANDLORD'S RIGHTS**

The following are in addition to rights of Landlord under the law.

- a. If Resident breaks any condition of this Lease, any Addendum to this Lease, or the Rules and Regulations, Landlord can:
  - 1) collect any past due Rent and utility payments and any sums which are due for the rest of the Term from Resident;
  - 2) collect from Resident for damages caused by Resident or Resident's breaking any conditions of the Lease or Resident's doing of any act which is not permitted by the Lease;
  - 3) go to court to evict Resident and take possession of the Unit;
  - 4) go to court to recover:
    - (a) Rent or Additional Rent, which is due from Resident;
    - (b) Damages; and
    - (c) to the extent allowed by law, reasonable costs and expenses which are spent by Landlord to enforce this Lease, including court costs, collection costs and attorneys' fees if Landlord is determined by the court to be the prevailing party in a court proceeding.
- b. These are not the only rights Landlord has if Resident breaks this Lease. Besides ending this Lease and getting a court order to evict Resident, Landlord can sue Resident for unpaid Rent and other damages, losses or injuries. If Landlord receives a court order for a money judgment against Resident, Landlord can use the court process to take Resident's personal goods, motor vehicles and other assets.

37. **LOSS OF LANDLORD'S RIGHTS**

Landlord does not give up rights by accepting Rent, Additional Rent or by delaying, or not enforcing any condition in this Lease.

38. **TAKING OF PRIVATE PROPERTY**

- a. Legal authorities are able to take property after paying for it. This is known as "condemnation".
- b. Resident agrees that if the Property, part of the Property, or the land on which the Property is located is taken:
  - 1) Landlord can end this Lease for any part of the Property that is taken;
  - 2) Landlord is not responsible for claims of Resident for inconvenience or loss of use of the Property or any part of the Property; and
  - 3) Resident, by signing this Lease, has given to Landlord any rights, which Resident may have to any money paid by the legal authorities for the taking of the Property.

39. **GOVERNING LAW, JURISDICTION and SEVERABILITY**

- a. This Lease is governed by and construed according to the laws of the State of Arizona. If any of the terms or conditions conflict with any such laws, then such terms or conditions shall be deemed modified and amended to conform to such law.
- b. This Lease has been entered into in Pima County, Arizona. In the event of suit, venue and jurisdiction shall be in Pima County, Arizona.
- c. If any court determines that any condition or part of this Lease is illegal or unenforceable, the rest of the Lease shall continue in full force and effect.

40. **TRANSFER BY LANDLORD**

Landlord may transfer this Lease. If transferred, Resident's obligations go to the new Landlord. The new Landlord will have all of the rights that the current Landlord has under this Lease. Landlord may transfer this Lease without first getting Resident's approval.

41. **RE-LETTING**

**Resident** may not transfer this **Lease** or assign or sublet the **Unit**, nor any part of the **Unit**. If **Resident** wishes to re-let, he/she must notice the **Landlord** in writing. Providing notification to the **Landlord** does not modify or amend the terms and conditions of this **Lease**, release the **Guarantor**, and does not guarantee that an acceptable replacement **Resident** will be identified.

Replacing a **Resident** is allowed *only when Landlord consents in writing*. If **Resident** permits another person to live in **Unit** or provides key to a person not named on this **Lease**, **Resident** will be subject to a fine. If departing or remaining **Residents** find a replacement **Resident** acceptable to **Landlord** before moving out and **Landlord** expressly consents to the replacement, then:

- a. **Resident** will pay **Landlord** a \$500 re-letting fee before the replacement resident will be considered;
- b. Such substitute **Resident** will be obligated to pay the standard application fee, which shall be immediately due and payable;
- c. The departing **Resident** must pay for all damage to the **Unit** and the **Property** as provided in this **Lease**;
- d. the replacement **Resident** must meet the rental criteria;
- e. the replacement **Resident** must fully complete and execute a new **Lease** and all addenda, and cause a new Guarantee to be executed and delivered;
- f. a rekeying fee will be due if rekeying is requested or required; and
- g. the departing **Resident** will no longer remain liable for all **Lease** Contract obligations for the rest of the original **Lease** Contract term.

42. **ENDING THE LEASE EARLY**

This **Lease** may not be ended early unless it is agreed to in writing by both **Landlord** and **Resident** and a new **Resident** (approved by **Landlord**) is found to replace the existing **Resident**. **Landlord** has no obligation to end this **Lease** before the expiration of its Term. If **Landlord** agrees to end the **Lease** prior to the expiration of the term, a charge will apply and must be paid before the **Lease** is officially terminated. The Application Fees and other Fees are never refundable except as required by applicable law.

**UNLAWFUL EARLY MOVE-OUT:** **Resident** will be liable for a re-letting charge of \$500 in addition to all **Rent**, fees, and other charges due during the **Lease** contract term if **Resident**:

- a. fails to move in, or fails to give written move-out notice;
- b. moves out without paying **Rent** in full for the entire **Lease** term; or
- c. moves out at **Landlord's** demand because of **Resident's** default; or
- d. is judicially evicted.

**NOT A RELEASE.** The re-letting charge is not a **Lease** Contract cancellation fee or buyout fee. It is a liquidated amount covering only part of **Landlord's** damages; that is, **Landlord's** time, effort and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to make ready, inconvenience, paperwork, advertising, showing **Units**, utilities for showing, checking prospects, overhead, marketing costs, and locator service fees. **Resident** agrees that the re-letting charge is a reasonable estimate of such damages and that the charge is due whether or not **Landlord's** re-letting attempts succeed. The re-letting charge does not release **Resident** from continued liability for: future or past due **Rent**; charges for cleaning, repairing, repainting, unreturned keys, or other sums due. **Resident** is expected to return the **Unit** to the condition in which possession was taken in order to avoid incurring damage charges. **Landlord** will inspect the **Unit** after **Resident** vacates to assess damages and make any necessary repairs to the **Unit** before the replacement **Resident** moves in. The payment for these repairs must be received by **Landlord** before the **Lease** is considered fully executed.

**SERVICE MEMBERS CIVIL RELIEF ACT:** If, during the term of this **Lease**, **Resident** enters military service or, if while in military service **Resident** receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days, **Resident** may terminate this **Lease** by delivery of a written notice and a copy of the military orders to **Landlord**. **Resident** must immediately deliver written notice to **Landlord** upon receipt of military orders, change of station or deployment orders or letter. The termination will be effective 30 days after the first date on which the next rental payment is due and payable after the notice is delivered. This paragraph is intended to comply with the Service members Civil Relief Act (SCRA). In the event of a conflict between this paragraph and the SCRA, the SCRA shall prevail. In the event modifications to the SCRA invalidate portions of this **Lease**, the **Lease** shall be interpreted so as to be in compliance with the SCRA.

Unless You state otherwise, You represent when signing this **Lease** that: (1) You do not already have deployment or change-of-station orders; (2) You will not be retiring from the military during the **Lease** term; and (3) the term of Your enlistment or obligation will not end before the **Lease** term ends. Liquidated damages for making a false representation of the above will be the amount of unpaid **Rent** for the remainder of the **Lease** term when and if You move out, less rents from others received in mitigation. You must immediately notify Us if You are called to active duty or receive deployment or permanent change-of station orders.

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43. **ENDING THE LEASE**

- a. This **Lease** will end at the time and date listed in Paragraph 2. The **Landlord** may not extend the term of this **Lease** without the written consent of the **Resident**. The **Resident** may not extend the term of this **Lease** without the written consent of the **Landlord**. Failure to leave at the end of **Lease** shall be a violation of this **Lease**.
- b. If this **Lease** is ended and **Resident** does not leave on the **Lease** ending date, **Resident** must pay in addition to the normal **Rent**, a per day charge as **Holdover Rent** of \$200.00 per day until **Resident** vacates.

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44. **LEAVING THE UNIT DEPOSIT RETURN, SURRENDER, AND ABANDONMENT**

**Landlord** will mail **Resident's** Security deposit refund (less lawful deductions) and an itemized accounting of any deductions within the time period required under local law.

**Resident** will have *surrendered* the **Unit** when: (1) at the **Lease** termination date and time and no one is living in the **Unit** in **Landlord's** reasonable judgment; or (2) all **Unit** keys and access devices have been turned in where **Rent** is paid—whichever date occurs first.

**Resident** will have abandoned the **Unit** when either of the following have occurred: (1) **Resident** appears to have moved out in **Landlord's** reasonable judgment for 7 days and **Rent is unpaid** for 10 days and there is no reasonable evidence other than the presence of **Resident's** personal property that **Resident** is occupying the **Unit**; or (2) the absence of **Resident** for at least 5 days if the **Rent** is unpaid for 5 days and none of **Resident's** personal property is in the **Unit**.

If **Resident** abandons the **Unit**, **Landlord** may take possession of the **Unit** and its contents. Except as otherwise provided by state or local law, **Landlord** may dispose of the contents and re-rent the **Unit** without obligation to **Resident**. **Resident** must pay the cost for removal and other associated costs.

#### 45. **RESIDENT'S DUTIES AT END OF THE LEASE**

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

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

**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.

#### 46. **ATTORNEY**

**Resident** hereby agrees that **Resident** will recognize as its **Landlord** under this **Lease** and shall attorn to any person succeeding to the interest of **Landlord** in respect of the land and the buildings on or in which this **Unit** is contained upon any foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage.

#### 47. **HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT**

**Resident** agrees that **Landlord** does not promise, warrant or guarantee the safety and security of **Resident**, **Resident's** guests or **Resident's** personal property against the negligent, reckless or criminal actions of other residents or third parties, except as required by law. In addition, **Landlord** shall not be liable for any damages or injury to **Resident**, **Resident's** guests or **Resident's** personal property or to any person entering the **Unit** or the **Property**, or for injury to person or property arising from casualty occurring in or about the **Unit** or **Property**, except as required by law. **Resident** agrees to indemnify and hold **Landlord** harmless from all claims, costs, and expenses arising from injury to person or property of **Resident** or any of **Resident's** guests regardless of the cause, except to the extent the injury is due to **Landlord's** negligent or intentional conduct, except as prohibited by law.

#### 48. **ADVERTISING RELEASE**

This Section (Advertising Release) is limited to images and voice recordings of **Resident** while **Resident** is located outside of a dwelling **Unit/Property**. **Resident** hereby gives his/her permission to **Landlord**, its representatives, affiliates, nominees, designees, successors and assigns, or others for whom they are acting, full authorization and the absolute right and permission to sell, assign, convey, reproduce, copyright, use or publish photographic reproductions, or pictures of **Resident**, motion picture or video of **Resident**, or in which **Resident** may be included in whole, or any voice recording of **Resident**, in part of any other picture, product, person, name or advertising, commerce, business or trade, or any other lawful purpose whatsoever. **Resident** hereby waives any right that **Resident** may have to inspect or approve the finished product or the advertising copy which may be used in connection therewith, or the use to which it may be applied.

There is no time limit on the validity of this release nor is there any geographical specification of where these materials may be distributed. **Resident** hereby releases, discharges and agrees to hold harmless **Landlord**, its representatives, affiliates, nominees, designers, successors and assigns, or others for whom they are acting, from all claims, costs, judgments, damages of any type relating to the production or distribution of any photographic reproductions, pictures, motion pictures, video tape pictures or audio recordings of **Resident**.

#### 49. **BEHAVIOR, NOISE AND RED TAGS**

**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 the rented **Property**. **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 therefore covenants that all **Resident's** activities and those of **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 the 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 Property, for time and effort reasonably expected to be expended by Landlord in connection with such violation, as well as the potential stigma associated with such violation that may attach to the leased Property, 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.

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50. RULES AND REGULATIONS

Landlord may make reasonable Rules and Regulations to protect:

- 1) the Property and the property of other Residents, neighbors, or other people; and,
- 2) the comfort, safety or rights of other Residents, neighbors, or other people.

Said Rules and Regulations may be amended from time to time and shall become effective upon written notice to Resident.

51. 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" – No Trespass Addendum
- Exhibit "D" – Guaranty Agreement

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

52. HEADINGS

The headings preceding each section/paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.

53. TIME OF ESSENCE

Timing is very important in the performance of all matters under this Lease. All of the times, time periods and dates specified in this Lease shall be strictly enforced. Time is of the essence of each and every term and condition herein contained.

54. ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT

Resident can request a free copy of the Arizona Residential Landlord & Tenant Act from the office of the Arizona Department of Housing's website, [www.azhousing.gov](http://www.azhousing.gov).

SIGNATURES AND ACCEPTANCE OF CONTRACT

This Lease and any addenda may be signed in counterpart signatures. The lease application is considered a part of the Lease. If there are any conflicts between this Lease and the application then this Lease shall apply.

Landlord and Resident agree to the terms and conditions in this Lease.

Resident acknowledges and agrees that Resident has carefully read and understands this Lease and that Resident acknowledges that this Lease constitutes a binding and enforceable contract between Landlord and Resident.

Resident:

\_\_\_\_\_  
Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

If RESIDENT is a minor on the date the LEASE is signed:

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

Landlord:

\_\_\_\_\_  
Owner's Representative

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date