



Lease Agreement

Property Address: _____

Tenant Information

Primary: _____
Name Primary Phone Secondary Phone Email

Second: _____
Name Primary Phone Secondary Phone Email

Third: _____
Name Primary Phone Secondary Phone Email

Fourth: _____
Name Primary Phone Secondary Phone Email

Additional Occupancy: _____

Lease Information

Lease Start Date: _____ Lease End Date: _____

Pets Allowed: _____ Pets: _____

Pool Maintenance: _____ Yard Maintenance: _____ Pest Control: _____

HOA: _____ HOA Phone: _____

House Keys: _____ Mailbox: _____ Garage: _____ Other: _____

Parking Space: _____ Mailbox Number: _____

Washer _____ Dryer _____ Refrigerator _____ Repairs Warranted _____

Payment Information

Monthly Rent: _____ Admin/Tax %: _____ Total Monthly Payment: _____

Name	Amount	Details
Security Deposit:		
Admin Fee:		
Pet Deposit:		
Prorated Rent:		
First Month's Rent:		
Holding Deposit (Credit):		
Concessions (Credit):		
Total Due Upon Move- In:		

Lease Agreement

THIS AGREEMENT is made, and entered into, on _____, by and between, _____, "Owner," herein known as Landlord and _____, herein known as Tenant

1. **AGENT:** Tenant understands On Q Property Management, also known as ON Q, is the acting Agent of the "Owner," Landlord. This Rental/Lease Agreement shall be binding if management of the property is transferred to the "Landlord" or any Agent procured by the Landlord.

2. **PREMISES:** Landlord rents to the Tenant, and the Tenant rents from the Landlord, the premises known as _____ for the sole use as a personal residence by the named Tenants.

3. **TERM OF TENANCY:** The lease agreement shall begin on _____ at 8:00 am and end on _____ at 5pm at a rental rate of _____ per month, for _____ months, or _____ per day. If tenant fails to renew lease term and chooses to go on a month-to-month basis thereafter, the rental rate shall increase \$100.00 per month unless stipulated otherwise in writing OR until either party shall terminate the same by giving the other party thirty (30) days written notice pursuant to ARS 33-1375 delivered by certified mail. If the tenant fails to vacate the premises as provided for in this agreement (known as a holdover tenant) the Landlord shall be entitled to recover an amount equal to not more than 2 months periodic rent or twice the actual damages sustained by the Landlord, whichever is greater as provided for in A.R.S. 33-1375(C).

4. **NOTICE:** The Tenant can serve notice on Landlord and/or Landlord's Agent at On Q Property Management, 1011 N. Val Vista Drive Suite #101, Gilbert AZ 85234, or any address designated by Landlord or Landlord's Agent. The notice will not be accepted verbally and must be given in writing prior to the first of each month the rent is due. If the 30-day notice is received is after the 1st of the month, the lease shall not terminate until the last day of the following month (including month to month leases). Tenant(s) can give notice by postal service, personal delivery, email (with confirmed receipt by Landlord) and/or facsimile. Tenant is responsible for payment of rent during the 30-day notice period.

5. **PAYMENT OF RENT:** The rent shall be _____ per month plus a monthly Municipal/Administration fee of _____ of rents, totaling _____ per month. Rent is due in advance, on the first (1st) day of each month, no exceptions. Rent is payable to On Q Property Management, 1011 N. Val Vista Drive #101, Gilbert AZ 85297, or online at www.OnQpm.com. Rents can be paid with a personal check, direct deposit, cashier's check, certified check or money order in the exact amount due. No second party checks or cash will be accepted. In the event that the Municipal fee/tax is increased during the tenancy, the Tenant is responsible for paying that increase after a thirty-day notice of the increase is sent by Landlord.

6. **LATE FEES/FINES:** Agent is not required to accept a partial payment of Rent or other charges. A.R.S. 33- 1371(A). Tenant must pay: (1) a late fee of \$35.00 if rent is paid after the 3rd (third) day of each month regardless of holidays or weekends. (2) \$10.00 per day for each day thereafter that any portion of the rent is delinquent. Only cashiers check and money orders will be accepted after the 5th day of the month. (3) \$45.00 for each non-sufficient fund check returned by the tenant's bank and thereafter all future rents and charges must be paid only in the form of cashier's checks or money orders. (4) the costs or repairs caused by damages due to an act of neglect by Lessee's guest. (5) a \$300.00 fine for bringing an unauthorized pet on the property. (6) a document preparation/certified mailing fee of \$100.00 including but not limited to all legal documents, 5-day notice of eviction, HOA violation notice, 10-day noncompliance, second 10-day noncompliance, immediate notice (Drugs, guns, violence, prostitution, gangs, etc.), 5-day notice to vacate (health and safety) violation notice. (7) a \$250.00 fee

Lease Agreement

for each time the Tenant's account is sent to the court for a Forcible Detainer/Judgment. (8) a \$150.00 fee for each time a Writ of Execution is prepared for the Tenant.

Tenant's failure to pay any rent or any other charges due may provide basis for termination of the Rental Agreement at the option of Landlord. Tenant further agrees that Landlord has the exclusive right to determine how Tenant's payments are applied towards the various monetary obligations of this Rental Agreement (i.e. rent, unpaid deposits, unpaid fees, charges and/or pet permit violations). Tenant agrees and understands that the following charges shall be due and payable upon demand: NSF fees, late fees; tenant administrative fees, legal document preparation fees, 5-day notice fees; certified mailing fee; past due rent notice fees; HOA and/or violation fees; and utility charges. Late rent & fees must be payable by certified fund only.

7. UTILITY COST ADJUSTMENT DURING LEASE TERM: Tenant(s) shall arrange for all utility services necessary on the Premises and be responsible for the payment. Proof must be provided to Landlord prior to move-in. If the Tenant fails to transfer, maintain, and pay for all utilities, Tenant agrees to pay Landlord an administrative fee of \$150.00 for each utility and understands that this is a material violation that may result in the termination of the lease.

8. MAINTENANCE AND REPAIRS: Unless otherwise specifically written in the lease agreement Tenant shall, at their sole expense: (a) Maintain the Premises in a clean and sanitary manner and comply with all local codes and regulations; (b) Keep lawns, yard, trees, shrubbery, and swimming pool (if applicable) in the same condition and repair as at the beginning of this Lease. This care must be regular and include, but is not limited to, watering, mowing, trimming, weeding, fertilizing and replacement of dead or dying shrubberies, grass and trees. Tenant is not responsible for tree pruning or any trimming higher than 6 feet. Tenants are responsible to get professional landscaping advice or hire assistance if they are not familiar with the proper upkeep necessary for their particular property. If an automatic sprinkler breaks, the Tenant agrees to take any and all measures to water and assure the livelihood of the entire yard. If necessary, Landlord shall have the weeds pulled, lawn mowed, or trash picked up and charged to the Tenant's as additional rent; (c) Dispose of all garbage and waste in a clean and safe manner; (d) Be responsible for any repairs due to Tenant's neglect or damages, reasonable wear and tear expected; (e) Ensure that water softener/RO system is functional and maintain salt levels if applicable (f) Change air conditioning filters every 30 days and keep them clean and free of dirt. If filter is found dirty during a repair, Tenant may be liable for damages to the air conditioning unit; (g) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord; (h) Not obstruct or cover the windows or doors; (i) Tenant agrees to test smoke detectors on a monthly basis and replace batteries as deemed necessary. Please report any broken smoke detectors immediately to management, (j) Replace all lights bulbs in a timely manner, and insure that all light bulbs are working at move out. NOTE: Tenant will be charged for all damages to the premises that are caused as a result of their failure to timely report any issues.

The premises are being leased with the following appliances:

Washer _____ Dryer _____ Refrigerator _____ Repairs Warranted _____

*Note - Repairs not warranted represents that the items indicated 'YES' will not be repaired or replaced if they break

Landlord is responsible for the following if they were included in the lease:

(a) Ovens/Ranges; (b) Dishwashers; (c) Mechanical pool parts; (d) Heating/Cooling units, unless neglected by the Tenant; (e) Major plumbing issues; (f) Hot water heaters; (g) Keeping the Premises fit and habitable;

Lease Agreement

9. SWIMMING POOL: If these Premises contain a swimming pool, Tenant acknowledges receipt of the Arizona Department of Health Services approved Private Pool Safety Notice as required by A.R.S. 36-1681(E) and A.D.H.S. Rule R9-3-101. Tenant agrees to hold Landlord and his agent harmless from any and all claims for damage or injury relating to pool safety or use by Tenant's or their guests. If premises do contain a pool with pool service, Tenant is still responsible for general upkeep and cleaning in-between when service is rendered by Pool Company, this includes water level, debris removal and sweeping and chemicals if necessary. If Tenant is fully responsible for complete pool service at the property and fails to properly maintain the pool, the Landlord shall hire a pool company at the Tenant's expense and Tenant shall be billed accordingly for proper upkeep of the pool and agree to pay monthly. Tenant agrees to notify Landlord & Agent in writing and via telephone of any defective SAFETY equipment regarding the pool including pool fences, safety latches etc. Tenant agrees to keep pool timer scheduled to run on a daily basis for at least 8 hours in the summer and 4 hours in the winter.

Tenant's initials required _____

10. ACCESS: Landlord will not enter Tenant's unit without prior two-day written notice except to deal with an emergency. Tenant further agrees that the notification to Landlord of service or maintenance request grants Landlord authority to enter the unit at all reasonable times for the purpose of that request, and Landlord must have advance written permission from Tenant to open Tenant's unit for others (i.e. delivery personnel, service personnel, friends, etc.). Tenant is aware that under these circumstances, Landlord is not responsible for lost or stolen articles. Tenant allows that the property may be shown during the last thirty (30) days of the tenancy to prospective Tenant's, buyers, or others with a proper notice.

Tenant understands that landlord/management may conduct a routine inspection of the premises during occupancy. Tenant will be notified if such inspection is required. Tenant also understands and agrees to allow inspector to photograph the home as needed to complete thorough inspection report. Tenant will be liable for any expense incurred by the Landlord for missed appointments or non-necessary repair requests.

11. TENANT'S POLICIES: (a) Tenant shall not decorate or alter the unit, patio or balcony area, have a waterbed, sublet, or park a motorized vehicle in the premises without written permission from Landlord. (b) Tenant further agrees to comply with state statutes and city ordinances, which are applicable to the premises. (c) Tenant shall show due consideration of his neighbors and not interfere with other Tenants' quiet enjoyment, and Landlord shall be sole judge of acceptable conduct. (d) Tenant has carefully inspected the premises and finds them to be in a clean, rentable, undamaged condition except as may be noted otherwise in the unit inventory. Tenant agrees to exercise reasonable care in the use of the premises and maintain and redeliver the same in a clean, safe and undamaged condition. (e) Guest(s) of the Tenant must have Landlord's written consent if they stay in the premises more than 14 days.

12. ABANDONMENT OR EARLY TERMINATION: Abandonment means absence of the Tenant from the dwelling unit without notice to Landlord for at least seven (7) days if rent for the unit is outstanding and unpaid for ten (10) days and there is no reasonable evidence, other than the presence of the Tenant's personal property that the Tenant is occupying the unit. Such abandonment shall not constitute "surrender" without the consent of Landlord. In the event of abandonment, Landlord shall be entitled to all remedies of the law or in equity. The law provides that if personal property is abandoned by the Tenant and determined by Landlord to be of less value than the cost of moving, storage and conducting a sale of such personal property, Landlord may destroy or otherwise dispose of any or all of the abandoned property. Tenant agrees to pay an early termination fee in the amount of two months' rent plus an additional \$1000.00 Re-leasing fee.

Lease Agreement

13. RULES, REGULATIONS AND APPLICABLE LAW: Both Landlord and Tenant agree to comply with applicable laws, ordinances, regulations, Covenants, Conditions and Restrictions, and Homeowners' Association rules and regulations concerning the premises. Tenant agrees to supervise Tenant's family, guests and invitees to insure their compliance with these rules, regulations, and laws. Tenant shall be responsible for any actions of Tenant's family, guests and invitees who violate this Agreement or Landlord's rules or regulations, pursuant to A.R.S. § 33-1368(G). Tenant is responsible for any fines or penalties assessed by any governing body as a result of Tenant's violation of any of these rules, regulations, and laws. Landlord may cure the violation at the expense of the Tenant if violation is not cured after receiving 48-hours written notice from Landlord. Tenant also agrees to pay a fine of \$100.00 to Landlord for each violation received from the HOA or City for administration. The Tenant has either received a copy of any rules, regulations, and laws concerning the premises, or has made an independent investigation of the applicability of such rules, regulations and laws as to the Tenant's use of the premises. If the state, county, municipal or other governmental bodies adopt new ordinances, rules or other legal provisions affecting this Agreement, the Landlord may make immediate amendments to bring this Agreement into compliance with the law. In such event, the Landlord agrees to give Tenant written notice that this Agreement has been amended and shall provide a brief description of the amendment and the effective date. A.R.S. § 33-1342(C).

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

15. WAIVER: Failure of Landlord to insist upon strict compliance with the terms of this Lease agreement shall not constitute a waiver of Landlord's rights to act on any violation. All modifications to this lease must be in writing and signed by all parties.

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

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

18. REMEDIES CUMULATIVE: All remedies under this Lease Agreement by law or equity shall be cumulative.

19. MOVE-IN INSPECTION: Tenant acknowledges receiving the Move-in/Move-out inspection form. Tenant shall hereby have 5 (five) days after taking possession of the Premises to deliver completed checklist with photos documenting any defects to Landlord. This form will not be deemed received unless there is a signed acknowledgement of receipt by the Landlord. Failure to provide Landlord with completed checklist and photos within the 5 (five) days shall constitute Tenant's acknowledgement that there are no defects and that Tenant has accepted the Premises and appliances in good and acceptable condition. If a written agreement to perform specific repairs on the Property is not received by Landlord, it is understood by both parties that Tenant is accepting the property in AS-IS condition.

20. TRANSFERS: Military personnel on active duty may terminate the Rental Agreement upon receipt of orders transferring to another base, releasing from active duty, or ordering occupancy of government quarters. Tenant agrees to give as much written notice as possible and rent will be prorated from the notice date to move-out date as long as the SCRA has been complied with by the Tenant. An assignment instruction for the voluntary occupancy of government quarters is not sufficient for termination of this Rental Agreement.

21. SECURITY DEPOSITS: The balance of all deposits shall be refunded within fourteen (14) business days from date possession is delivered to Landlord or his authorized agent and written demand is made by Tenant, together with a statement showing any charges made against such deposits by Landlord. Tenant understands that agent (On Q Property Management) is the management company and not the Landlord of the property therefore the Landlord of the property is the responsible party for the return of the security deposit and the disposition of damages per Arizona law. Tenant also understands and agrees that if they have a disagreement with the refund of the security deposit they will hold the agent (On Q Property Management) harmless from any lawsuits in connection herein.

Security deposits may be used as follows:

- A. **BREACH:** Deposit may be forfeited if Tenant breach of lease agreement results in early lease termination.
- B. **INADEQUATE CLEANING:** If Tenant does not complete the cleaning requirements listed and determined by Landlord. (Normal wear and tear accepted.)
- C. **CARPET CLEANING:** If Tenant fails to give Landlord a copy of a receipt from a PROFESSIONAL carpet cleaner dated within a one week of move-out date.
- D. **PROPERTY DAMAGE:** Tenant agrees that if Premises are not returned in the same condition as Tenant received it, less normal wear and tear as determined by Landlord, Tenant will be charged Landlord's cost to repair. Personal property will be disposed of pursuant to Arizona law.
- E. **OTHER:** Tenant agrees to pay any unpaid preparation fee, pet sanitizing fees, late charges, maintenance, lost key charges or other unpaid charges or fees. Failure to vacate on move-out date will result in the Tenant being charged up to the entire month's rent or statutory damages, whichever is greater.
- F. **IMPORTANT:** Landlord will first apply security and pet deposits to satisfy the charges listed above in Paragraphs A through F. HOWEVER, IF THESE DEPOSITS ARE INSUFFICIENT TO SATISFY THE TOTAL CHARGES, LANDLORD WILL SEND TENANT, AT THE MOST CURRENT ADDRESS TENANT GIVES LANDLORD, AN ITEMIZED BILL WHICH TENANT AGREES TO PAY PROMPTLY. LANDLORD AGREES TO RETURN ALL REFUNDABLE DEPOSITS IN ACCORDANCE WITH A.R.S. § 33-1321.

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

23. FAIR HOUSING ACCOMMODATIONS: Landlord is dedicated to honoring Federal and Arizona Fair Housing laws. Accommodations will be made/allowed as reasonably necessary, in order to enable Tenants with disabilities to utilize the rental premises. Landlord reserves the right to require reasonable medical evidence of the disability and that the requested accommodation is necessary. The Tenant

Lease Agreement

agrees to restore the premises to their prior condition unless prior written agreement has been made. Assistive animals are permitted. See Landlord for additional details.

24. RENTAL INCENTIVES IF APPLICABLE: For the first day(s) of this Agreement, Landlord agrees to reduce the basic First month's rent by with the understanding that in the event the Tenant does not fully perform under the terms and conditions of this Lease, Tenant agrees to return to Landlord any rent incentives herein accepted by Tenant or reimburse Landlord for the full market value of said incentives.

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

26. SMOKERS: Tenant agrees that there shall be no smoking of cigarettes, cigars, etc. inside the rental property at any time. Any smoking must be done outside of the rental property and all debris must be properly disposed of by Tenant immediately. Tenant agrees to pay Landlord a fine of \$500.00 for a violation of this provision and further understands that this is grounds for noncompliance of the Lease Agreement and all possible cost incurred for restoring property and any legal ramifications as a result of breach.

27. SATELLITE DISHES: Tenant agrees to comply with all FCC regulations and any other restrictions that Landlord may prohibit regarding the placement of said satellite dish. Landlord will not unreasonably prohibit the placement of said satellite dish but will require the Tenant to fully comply with all regulations and/or conditions that includes but is not limited to no holes being drilled in outside walls, roofs, or windows and balcony railings. Furthermore, no part of the dish or antenna can extend beyond the balcony railing line, which is in the sole exclusive use of the Tenant.

28. TENANT LIABILITY/RENTER'S INSURANCE: Tenant assumes all liability for personal injury, property damage or loss, and insurable risks. Landlord requires that Tenant obtain and keep renter's insurance in full force and effect during the full term of this Agreement.

_____ Have a professional contact me about Renters Insurance.

_____ Obtain my own Renters Insurance.

29. JURY TRIAL WAIVER: Tenant and Landlord agree that in the event of any litigation including a Special/Forcible Detainer action or civil litigation, that the parties waive their rights to a jury and agree that a Judge may hear the matter.

30. COLLECTION AGENCY CHARGES: Tenant agrees that in the event he defaults in the Lease Agreement and his account is turned over to a collection agency, he shall pay the costs of the collection agency in addition to the full amount due the Landlord for breach of the lease agreement.

31. SWIMMING POOL BARRIER: Tenant agrees to investigate all applicable laws regarding swimming pool barrier regulations. Which includes all state, county, and municipal laws and agrees to comply with these laws while occupying the Property. Landlord and Tenant expressly relieve and indemnify On Q from any and all liability and responsibility for compliance of any and all pool barrier laws and regulations.

32. **PETS:** Tenant agrees not to keep or permit any pets, including assistive animals, on the Premises without prior written consent of the Landlord. Landlord hereby grants Tenant permission to keep the following pets/assistive animals on the premises:

Pets Allowed: _____ Pets: _____

33. **MISCELLANEOUS MATTERS:** The following shall be the responsibility of the party indicated:

Pool Maintenance: _____

Pest Control: _____

Yard Maintenance: _____

HOA Dues: _____

34. **KEYS AND CONTROLS:** The Landlord and/or Landlord's Agent is to retain keys to the property. If the Tenant causes a lock change and/or adds a lock, Tenant shall furnish within five (5) working days, a new set of keys, or pay for the cost of the lock change. The tenant is to re-key the locks on the property with the same type of lockset. The Tenant shall pay a re-keying fee of \$250.00 if The Tenant fails to: a) furnish all the keys given at occupancy and listed below; b) get Agents authorization to change locks; c) fails to provide Agent with working keys and/or access after rekeying the Property within 5 days of making the change.

The Tenant upon occupancy has been given the following keys and controls and is required to return the same:

House Keys: _____ Mailbox: _____ Garage: _____ Other: _____

35. **OCCUPANCY:** Occupancy is limited to those persons named below only.

Primary: _____
 Name Primary Phone Secondary Phone Email

Second: _____
 Name Primary Phone Secondary Phone Email

Third: _____
 Name Primary Phone Secondary Phone Email

Fourth: _____
 Name Primary Phone Secondary Phone Email

Additional Occupancy:

36. **OTHER:**



Lease Agreement

37. **ATTACHMENTS:** The undersigned Tenant acknowledges, by initialing the following attachments to this Rental/Lease Agreement, the attachments are incorporated herein:

HOA CC&R's	Available Online
Mold Disclosure	Attached
Crime Free Lease Addendum	Attached
Bed Bug Addendum	Attached
Move In Inspection Report Form	Attached
Pet Addendum	If Applicable
Pool Addendum	If Applicable
Lead Based Paint Addendum	If Applicable

By signing below, the signer agrees to all conditions stated in this Lease Agreement and any applicable attachments/addendums.

TENANT(S) SIGNATURE

_____ Print	_____ Sign	_____ Date
_____ Print	_____ Sign	_____ Date
_____ Print	_____ Sign	_____ Date
_____ Print	_____ Sign	_____ Date

On Q SIGNATURE

_____ Print – Leasing Agent	_____ Sign	_____ Date
_____ Print – Property Manager	_____ Sign	_____ Date

NOTICE AND DISCLOSURE REGARDING MOLD ADDENDUM

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

Real estate agents are not trained to identify mold or similar conditions. Mold is not detectable by a real estate agent – sometimes not even by a professional home inspector or pest control inspector. It is even possible that a property could have a serious but hidden mold problem unknown to the seller. The only way to provide any reasonable assurance that a property does not have mold or other health hazard problem is to retain the services of an environmental expert who will conduct specific tests. Normally these tests will consist of an interior and exterior examination for airborne spores, and a carpet test, though other procedures may be necessary. Any visible mold should be professionally evaluated.

Since most varieties of mold thrive on moisture, it is extremely important that you report all water leaks to the landlord or property manager in a timely manner. It is also your obligation to report any signs of mold or unusual odors in the property. If the presence of mold is a material matter, you must conduct any and all inspections or tests prior to signing a lease. By signing below, Tenant acknowledges receipt of this notice.

Tenant's initials required _____

CRIME FREE LEASE ADDENDUM

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

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

Tenant's initials required _____

BED BUG ADDENDUM

This addendum is entered into in compliance with A.R.S. § 33-1319, and is intended to govern the rights and obligations of the Landlord and Tenant as to bed bugs.

OBLIGATIONS OF LANDLORD:

THE LANDLORD SHALL NOT ENTER INTO ANY LEASE AGREEMENT FOR A DWELLING UNIT THAT THE LANDLORD KNOWS TO HAVE A CURRENT BED BUG INFESTATION. When a unit is known to the Landlord to have bed bugs prior to entry of a lease, Landlord agrees to treat the unit for bed bugs. Upon successful remediation as reasonably determined by the Landlord, the landlord may enter into a lease for the unit. In the event that bed bugs are detected in the unit, and reported proper notice is given by the tenant, the Tenant complies with all of the obligations of this addendum, the Landlord agrees to take all reasonable steps necessary to control or destroy the bed bugs, which may include following the recommended protocol as determined by a licensed pest control service. This requirement in no way limits the landlord's right to use staff to remedy the situation, nor does it relieve the Tenant of liability for the costs to remediate any infestation, or exacerbation thereof, caused by Tenant's act, omission or negligence.

OBLIGATIONS OF TENANT:

BY SIGNING BELOW, TENANT HEREBY REPRESENTS AND AVOWS TO LANDLORD THAT TENANT DOES NOT CURRENTLY HAVE, AND HAS NOT HAD WITHIN THE PREVIOUS SIX MONTHS, A BED BUG INFESTATION. Tenant agrees not to move any items into a unit that the tenant knows, believes or should know that contains bed bugs. The tenant agrees to take reasonable steps to prevent, control and provide notice of any signs of bed bugs within three days of when the bed bugs should have first been recognized by an occupant. Tenant agrees to routinely inspect for signs of pests, including after Tenant has visited another home or a hotel. Tenant agrees to prepare their unit for treatment and comply with all recommendations and requests from management and pest control exterminator prior to the professional treatment including but not limited to: placing all food in properly sealed containers, cleaning the home and all food preparation areas on a daily basis.

Bed bugs:

- 1) Placing all bedding, drapes, and rugs in bags to be transported for laundry or dry cleaning. Wash and dry all machine-washable items in the hottest setting. Dry clean any items that are not washable and notify the drycleaner of the issue so that proper steps may be taken to remedy the issue.
- 2) Removing or destroying all infected mattresses in sealed plastic and away from the common trash disposal area. Discard any other items that cannot be treated in the same manner.
- 3) Emptying all closets and furniture from the area during treatment and not returning any of those items until they have been cleared by the pest control specialist. Follow instructions on how to properly clean or destroy any infested items.
- 4) Deeply vacuum all areas of the unit including but not limited to closets and furniture. Follow instructions on how to properly discard vacuum contents.
- 5) Move all of the furniture away from the walls and leave access to closet areas.

In the event of a breach of this addendum by Tenant, Landlord may invoke its legal remedies including but not limited to, holding the tenant liable for the cost of remediation and seeking possession of the premises upon giving a 5-day health and safety notice. Conduct that constitutes such a material health and safety breach includes failure to promptly notify Landlord of evidence of any pest infestation, refusal to permit Landlord to enter to inspect for infestation or to perform eradication treatments, and failure to complete all required pre-treatment and post-treatment activities, including a failure to report ineffective treatment or re-infestations.

The tenant acknowledges that the Landlord is not an insurer of tenant's property and is encouraged to have insurance to cover any losses. Furthermore, the tenant agrees to indemnify and hold harmless the Landlord and its agents from any claims, including attorney fees, which the tenant may incur as a result of the negligent or intentional acts of the tenant or their guests. Tenant may be liable for failing to comply with this addendum. Landlord and its agents shall not be liable to tenant or their guests for any harm as a result of any pest issue other than for the intentional failure to address a pest issue.

Tenant's initials required _____

MOVE-IN/MOVE-OUT INSPECTION ADDENDUM

Tenant acknowledges that they have received the Move-in/Move-out inspection form. Tenant shall hereby have 5 (five) days after taking possession of the Premises to deliver completed checklist with photos documenting any defects to Landlord. Failure to provide Landlord with completed checklist and photos within the 5 (five) days shall constitute Tenant's acknowledgement that there are no defects and has accepted the Premises and appliances in good and acceptable condition. If a written agreement to perform specific repairs on the Property is not received by Landlord, it is understood by both parties that Tenant is accepting the property in its AS-IS condition. Tenant is hereby given written notice that he/she is invited to be present at the move-out inspection. Tenant may obtain a copy of the Arizona Residential Landlord and Tenant Act from the Arizona Secretary of State's Office, 602-542-4086.

The Move-In/Move-Out is not a Work Order. - PLEASE SUBMIT ANY REPAIR REQUEST THROUGH YOUR PROPERTY MANAGER

Tenant's initials required _____