

Residential Rental Agreement and Receipt For Deposit

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement")
made and entered into on

2019

by and between

(hereinafter referred to as "Landlord") and

(hereinafter referred to as "Tenant").

Property Description & Offer:

Tenant offers to lease the real property located at

and all fixtures and improvements thereon and appurtenances incident thereto, plus personal property described below (collectively the "Premises").

Rent

Tenant shall pay monthly installments of _____
due on the _____ day of every month.

Deposit

A security deposit of _____ shall be held by landlord.

Pets

Pet(s) _____ allowed on the premises.
If pets are allowed; LIST name and description of allowed pets.

NON REFUNDABLE PET DEPOSIT

Occupancy: The premises shall be used only for residential purposes by the following named persons:

Term:

This lease shall begin on _____ at 8:00AM

This lease shall terminate on _____ at 4:00PM

Utilities:

Tenant agrees to arrange and pay for when due all utilities. Tenant(s) agree to have the utilities turned on in their name(s) prior to moving in. In the event that the utilities are on a master meter (one meter), landlord shall place the utility in landlords name and bill back the tenant on a pro rata basis monthly.

Personal Property: Refrigerator and Oven Range

Pets:

Pet(s) allowed on the premises.

If pets are not allowed on the premises, tenant agrees not to keep or permit any pets on the premises, including guests with pets without prior written consent of the landlord. Any violation of this rule will be immediate grounds for eviction and the tenant(s) shall be held responsible for any costs due to odors, stains, damages, and pest infestation caused by the illegal pet. The tenant(s) shall be held responsible for all moneys due because of said eviction.

If pet(s) are allowed on the premises, tenant will insure that the pet(s) is/are kept quiet as not to disturb the neighbors, that the animal wastes are picked up and disposed of correctly, and that any damages, stains, odors, and pest infestation shall be the financial responsibility of the tenant(s)

Upon termination of the Agreement, Tenant shall return all keys and vacate the premises unless Landlord and Tenant agree to an extension or renewal of this agreement. If the tenant fails to vacate the premises as provided for in this agreement, the landlord shall be entitled to recover an amount equal to not more than two months' periodic rent or twice the actual damages sustained by the landlord, whichever is greater. The tenant shall be obligated to pay rent until keys have been physically returned to landlord. Leaving keys in or on the premises will not be considered a return of keys.

Any rent check that is returned by the bank for any reason shall cause all future payments to be paid in the form of certified funds. Landlord is not required to accept a partial payment of rent or other charges. The tenant (s) will be assessed **\$40.00** for all returned checks. The tenant(s) will also be charged **\$5.00 for each day** that the rent is not paid after the due date. In the event a FIVE DAY NOTICE TO PAY OR QUIT has to be mailed to tenant due to past due rent, a **\$25.00 fee** will be charged in addition to any late fees, court costs and or other expenses incurred by landlord. Such charges and fees shall be collected as additional rent. If the tenant(s) should refuse to pay the late charges, fines, bank charges or any other fees charged to the tenant(s), the tenant(s) will have 5 days after receipt of written notification to pay moneys owed to that date or the rental agreement shall be terminated. Should the written notification be refused by the tenant(s), the returned notice shall serve as proof that the attempt was made to serve said notice. Each tenant is responsible for the whole lease, not just a proportionate share of the lease. Be advised that the

tenant(s) may be held liable for all court and attorney costs, any repair to the unit due to negligence or hostile reasons by the tenant(s), and any unpaid rents and late charges due. The tenant(s) shall be held responsible for any rent due through the term of the Residential Agreement and Receipt for Deposit or until the unit is re-rented. A tenant may not, at any time, deduct expenses or compensation from a rent check or payment. In the event Landlord has to file a forcible detainer for eviction due to non payment of rent, tenant shall pay landlord \$50 plus court costs plus \$5 per day late fees.

Application / Credit Report(s): This agreement is conditioned on the satisfactory verification and approval by landlord of tenant's employment, credit, banking references and past rental history through landlord. Tenant shall complete a separate rental and/or credit application containing the necessary information. Tenant warrants that the information is correct and complete and that tenant has disclosed all pertinent information and has not withheld any information, including but not limited to poor credit, early termination's of leases, evictions or bankruptcy. The material falsification of any information including but not limited to information relating to pets, income, employment, criminal records, prior eviction records or current criminal activity, shall entitle landlord to terminate this agreement. Upon such termination, landlord may pursue all applicable remedies, including but not limited to, a claim for rent for the remainder of the term of this agreement, all other quantifiable damages, court costs and reasonable attorney's fees. The credit history of tenant with respect to this agreement may be reported to any credit bureau or reporting agency.

The pet deposit of _____ is Non Refundable

Total Deposits due at execution of this Agreement is _____

Note: Total payments and deposits shown above, including pet deposit but excluding any cleaning or redecorating deposit and first month's rent, may not exceed one and one-half month's rent. Any cleaning or redecorating deposit must be reasonable. The breakdown of the deposit amounts shown above is solely for the purpose of showing how such amounts were calculated and does not limit landlord's right to use all deposit amounts as permitted. Tenant shall not use any of refundable deposit as a credit towards last month's rent. Should the lease be broken by the tenant(s) prior to the termination of the Residential Rental Agreement and Receipt for Deposit without the written authorization by the

managing agent, the tenant(s) shall forfeit all security deposits, and be held responsible to pay all costs due. Deposits may be placed in interest-bearing account(s), which interest will be retained by landlord.

If the premises are surrendered to landlord at the termination or expiration of this agreement in a clean and undamaged condition acceptable to landlord, landlord shall return the refundable deposits to the tenant. However, if the premises are delivered to landlord in an unclean or damaged condition not acceptable to landlord, landlord may, at landlord's option, retain all or a portion of the refundable deposits, and may hold the tenant liable for any additional charges.

The tenant(s) should notify the landlord when the property will be ready for the checkout inspection prior to the termination of the lease, at which the landlord shall schedule the inspection during normal business hours at his/her discretion. Checkout inspection shall be scheduled for a time after tenant(s) have returned keys to landlord.

The cleaning deposit is to be used by the landlord to have the unit cleaned after the tenant has vacated the premises. Should the cost of cleaning the unit exceed the amount of the cleaning deposit, the balance shall be deducted from the security deposit. Should the cost of cleaning not exceed the amount of the cleaning deposit, the balance of the cleaning deposit shall be refunded to the tenant(s). Should the tenant(s) leave the unit in the same clean and neat condition, the security deposit and the cleaning deposit less the cost of having the carpet steam-cleaned will be returned to the tenant within 14 business days after vacating

Maintenance of the Premises: Tenant has examined the premises and is satisfied with the physical condition, except as otherwise noted in writing. The tenant(s) acknowledge that the premises is being rented in its present condition. Upon termination of this agreement, tenant promises to surrender the premises to landlord in the same condition as when the agreement term commenced, reasonable wear and tear expected. Tenant shall maintain the premises in a neat and undamaged condition and in particular, shall comply with applicable provisions of building codes, maintain the premises in a clean and safe condition, dispose of all ashes, rubbish, garbage and other waste in a clean and safe manner, keep and use all plumbing and electrical, sanitary, heating, ventilating and air conditioning facilities and elevators and other facilities and appliances in a clean and reasonable manner, and generally conduct themselves and others in their charge, including pets, in a manner so as not to disturb their neighbors or in any way, deface, damage, impair or otherwise destroy any part of the premises. If tenant fails to comply with such requirements, landlord may make necessary repairs and submit a bill to tenant. Tenant also agrees to replace furnace filters, air conditioning filters, light bulbs

and smoke alarm batteries as frequently as conditions require. Landlord shall at all times comply with the requirements of applicable building codes, make all repairs necessary to keep the premises in a fit and habitable condition, keep all the common areas in a clean and safe condition, and maintain in a good and safe working order all existing appliances, plumbing and electrical facilities.

The tenant(s) shall be held responsible for:

- a. any repairs to the property due to negligence or misuse by the tenant (s).
- b. any repairs required due to foreign objects or articles found in any appliances, drains, toilets, bathtubs, basin/sinks, and/or garbage disposals causing a malfunction.
- c. any plumbing costs involving the removal of hair that initiated a clog in a bathtub, sink/basin, or shower drain.
- d. any burned out light bulbs.
- e. fill any holes and restore the area to a reasonable acceptable condition.
- f. cleaning of the chimneys and changing of the filters, should the owner choose not to do them.
- g. should you request a repair and there is no need for one, you will be charged for the service call.

The landlord is not responsible for any losses from food spoilage as a result of your refrigerator or freezer malfunctioning. Please call us immediately should there be a problem with your refrigerator and service will be promptly arranged.

The tenant(s) must report any water or gas leaks, signs of possible termite infestation, any potential hazards, or electrical hazards immediately to the landlord. Any item or portion of the property that needs attention or in need of repair must be reported to the landlord during business hours within two days of discovery. Any request for repairs that are not an emergency shall be submitted in writing. If you have made a request and a service person has not arrived within three days of our receiving such a request, please call us back to let us know that the repairs have not been completed. Please note that requests for repairs shall be processed Monday through Friday. Only emergencies shall be done during the weekend or holiday. Should a repair not be reported within the above specified time and end up causing more damage to the property, the tenant(s) shall bear responsibility of the cost of the repair.

The tenant(s) should notify the landlord of any absences from the property of more than 7 days along with a telephone number where the tenant(s) may be reached during their absence.

Any changes in phone numbers of the tenant(s) residence or business

must be reported within 3 days of the change.

The tenant(s) are responsible for maintaining the yard and premises when applicable to where such premises is deemed in a neat and orderly condition by the landlord.

No smoking will be allowed inside the premises. Smoking will be permitted outside the premises only.

Tenant(s) understands that the landlord is not responsible for snow removal upon or about the premises or associated in any way with the premises. Furthermore, the tenant(s) agrees to assume and hold the landlord harmless from any and all liability arising from or in connection with injuries or death to persons or property damage resulting from tenant (s) failure to accomplish snow removal in a timely and safe fashion. Any snow removal undertaken by the landlord shall not in any way eliminate the tenant(s) responsibility for snow removal nor provide the tenant with a basis to expect the landlord to be responsible for snow removal at any time in the future.

Attached to your rental agreement is a property condition form. It must be signed and returned to our office within five days after you move into the property. Be sure to describe in detail all damages or repairs needed that are not listed on the form. If we do not receive the completed and signed form within five days after you move in, we will assume that the property is in the condition as it is listed on the previous tenant's form and you will be responsible for any damages and repairs after you move out.

Alterations and Improvements: Tenant shall not make any alterations or improvements in any way without landlord's prior written consent.

Assignment and Occupancy Restrictions: Only persons listed above may occupy the premises or any part thereof without landlords prior written consent. If tenant attempts to sublet, or assign this agreement and/or allows any persons other than those listed above to occupy the premises without landlord's prior written consent, such acts shall be deemed a material noncompliance by the tenant of this agreement and the landlord may terminate this agreement.

Indemnity and Release: Tenant agrees to indemnify and hold harmless landlord and any of their respected agents, representatives or employees from any loss, claim, liability or expense arising from injury to any person or damage to or loss of any property, in any way caused by tenants and their guests, invitees, agents, pets or others under their control.

Tenant Liability/Renters Insurance: Tenant assumes all liability for personal injury, property damage or loss, and insurable risks. Landlord

strongly recommends that tenant obtain and keep renters insurance in full force and effect during the full term of this agreement. Landlord shall not be held responsible or liable for any loss, damage, theft, or destruction of any of the tenant(s)'s personal property. Also, should the tenant(s) be asked to leave the premises under emergency conditions, the tenant(s) is responsible for obtaining and paying for his or her lodging for the period needed.

Default: Should the lease be broken by the tenant(s) prior to the termination of the Residential Rental Agreement and Receipt for Deposit without the written authorization by the landlord, the tenant(s) shall forfeit all security deposits, and be held responsible to pay all costs due.

Rules, Regulations and Applicable Law: Both landlord and tenant agree to comply with applicable laws, ordinances, regulations, convenience, 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 landlords rules or regulations. Tenant is responsible for any fines or penalties assessed by any governing body as a result of tenant's violation of any of these rules regulations and laws. The tenant has either received a copy of any rules, regulations and laws concerning the premises, or has made an independent investigation of the applicability of such rules, regulations, and laws as to the tenants use of the premises. If the state, county, municipal or other governmental bodies adopts new ordinances, rules or other legal provisions affecting this agreement, the landlord may make immediate amendments to bring this agreement in to 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 effective date. Any illegal activity found on the premises will be immediate grounds for termination of this lease. The tenant(s) will be held responsible for all costs due to the eviction.

Access: The tenant agrees to make the premises available to the landlord with at least two (2) calendar days notice in order to inspect the premises, make necessary or agreed repairs, decoration, alterations or improvements, supply necessary or agreed services, or to exhibit the premises to prospective or actual buyers, mortgagees, tenants, workmen, or contractors.

Counterpart and Facsimile: This agreement, any attached exhibits, and any addenda or supplements signed by the parties shall constitute the entire agreement between landlord and tenant and shall supersede any

other written or oral agreement between landlord and tenant. This agreement can only be modified in writing and signed by landlord and tenant. A fully executed facsimile copy of the entire agreement shall be treated as the original agreement. This agreement may be signed in counterpart.

Time of Essence: Time is of the essence of this agreement.

Late or Partial Payments: The acceptance by landlord of any late or partial payment shall not change the due date or amount of any required payment in the future and shall not relieve tenant of any obligation to pay the balance of the rent and any applicable late fees or costs.

Waivers: No waiver by landlord of any provision herein shall be enforceable against landlord unless in writing signed by landlord, nor shall it be deemed a waiver of any other provision herein or of any subsequent breach by tenant of the same or any other provision. Landlord's consent to or approval of any act shall not constitute a continuing consent to or approval of any subsequent act by tenant.

Attorney's Fees and Costs: If a lawsuit or arbitration proceeding is brought to enforce the terms of this agreement, the prevailing party shall be entitled to receive reasonable attorney's fees and costs as set by the court or arbitrator.

Subordination: This agreement shall be subordinate to all present and future ground leases, mortgages, deeds of trust, and any other encumbrances consented to by landlord and also to any modifications or extensions thereof. Tenant agrees to execute any subordination agreements or other similar documents presented by landlord within three (3) calendar days of presentation.

TENANT'S HOLD OVER. Tenant shall give landlord thirty (30) days written notice of tenant's intent to vacate the premises thirty (30) days prior to the natural expiration of this Agreement. In the absence of such notice a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that such tenancy shall be terminable upon thirty (30) days written notice served by either party. If tenant fails to give landlord a thirty (30) day written notice tenant shall forfeit the security deposit to landlord and landlord reserves all recourse as per this lease agreement.

Notices: Unless otherwise provided for by statute or by agreement of the parties, all notices herein shall be in writing and shall be delivered to landlord at the address below and to tenant at the premises and shall be sent by registered or certified mail, or personally delivered. Such notice

shall be deemed received on the date the notice is actually received or five(5) calendar days after the date the notice is mailed by registered or certified mail, whichever occurs first.

Equal Housing Opportunity: Properties will be presented in compliance with federal, state and local fair housing laws and regulations.

Court Modification: If any provision of this agreement is found by a court to be invalid, illegal or vague, the parties agree that such provision shall be modified or stricken by the court to the minimum extent deemed necessary to make it valid, legal and enforceable and that all other provisions of this agreement shall remain in full force and effect.

Construction of Language: The language of this agreement shall be construed according to its fair meaning and not strictly for or against either party. Words in masculine, feminine or neuter shall apply to either gender or the neuter as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context. The titles to the paragraphs of this Lease Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Lease Agreement.

Keys: Landlord agrees to deliver to tenant two keys. The tenant(s) may not replace or add any locks to the property without the landlords written authorization. All keys must be returned to the landlord on or before the day of checkout. The property will not be deemed vacated until all keys are returned to the landlord. Keys are not to be left in the unit for pickup.

Should the tenant(s) lock themselves out after regular business hours, on weekends, or holidays, a charge of \$25.00 will be charged to the tenant which will be paid immediately to landlord

Additional Terms: Smoking is not permitted in the rental unit or on the property or common areas. Storage of any items outside the rental unit is prohibited. No satellite dishes allowed. Only two vehicles are allowed in the parking lot at a time and in your assigned space which corresponds to your rental unit number. Vehicles must be in working order, licensed and registered. Window blinds must be maintained in a working and presentable manner and no curtains shall be seen from the outside through the windows. As a courtesy to your neighbors, noise is to be kept at a minimum after 9:00PM daily. Children and guests are to follow all rules and terms of this lease. You are responsible for keeping debris and or other items clear from the front and rear of your rental unit including sweeping the sidewalk and cleaning of windows on a regular basis; if you fail to do so the landlord shall do this and you will be charged for this

service. If you request a service and it is deemed not needed, you will be charged \$25 for our time plus any professional service fees.

Tenant acknowledges that the premises has a minimum of one Carbon Monoxide Detector (CO Detector) and one Smoke Detector and that BOTH the CO Detector and Smoke Detector are in working order.

Tenant also agrees to the following:

- 1. Tenant will test BOTH the CO and Smoke Detectors weekly.**
- 2. BOTH Detectors are battery operated. Tenant WILL replace the batteries as needed and tenant WILL report any problems with either Detector immediately.**
- 3. In the event that service is needed on any gas appliances such as but not limited to the furnace, oven range or water heater, tenant WILL call landlord immediately. Tenant WILL NOT EVER attempt to service the gas appliances including lighting the pilot should it go out. In the event of an emergency, tenant WILL call 911.**
- 4. In the event of a non life threatening emergency and in order to insure prompt service, tenant WILL CALL our Maintenance Line at 928-526-7909 and NEVER call any other saved numbers including mangers cell phone.**

Tenant is aware that Landlord is a Licensed Real Estate Agent in the State of Arizona.

Rent is to be paid on time by the first of every month and shall either be delivered in the mail by the first day of the month or hand delivered to the following address and ***paid by CERTIFIED FUNDS ONLY***. Personal checks will be returned and your rental payment will be deemed late until we receive it in full with certified funds.

Rent and all correspondence is to be mailed to OR hand delivered:

**2532 N. 4th St., #118
Flagstaff, AZ 86004.**

If the rent due date falls on a weekend or holiday, the rent is due on the next business day after the weekend or holiday. **Rent must be received by the due date.**

Lead Based Paint Disclosure: The U.S. Department of Housing and Urban Development requires a Lessor of most residential real property built prior to 1978 to notify the Tenant of any known lead-based paint hazards, and to

provide the Tenant with any information contained in lead-based paint risk assessments or inspections in the Landlord's possession. (This disclosure requirement does not apply to certain leases including a lease of property that has been determined by a certain lead-based paint inspector to be free from lead-based paint or lead-based paint hazards; and short-term leases of 100 days or less, as long as no renewal or extension of the lease can occur.) By initialing below, Tenant acknowledges either:

X that the residences and buildings including in this lease were constructed prior to 1978, and that the Tenant has received and executed the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, referenced as the Lead-based Paint addendum, and has received any reports, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home"; or
_____ that the residence and buildings included in this lease were constructed in 1978 or later.

(Lessee's initials are required) _____

Tenant Acknowledgment: By signing below, Tenant acknowledges that:
1) a free copy of the Arizona Residential Landlord and Tenant Act is available through the Arizona Secretary of State's Office, A.R.S. 33-1322;
2) The landlord shall furnish upon move-in, a move-in form for specifying any existing damages to the Premises; 3) The tenant is hereby notified that tenant is entitled to be present at the move-out inspection; 4) Tenant understands and agrees to the terms and conditions of the agreement and tenant agrees to be bound by the terms and conditions of this agreement and acknowledges a receipt of a copy of all pages of the agreement and any addenda's.

x _____ /____/
_____, **Tenant**

x _____ /____/
_____, **Tenant**

Landlord Acknowledgment: Landlord has read this entire agreement. The landlord acknowledges that landlord understands the terms and conditions contained herein. The landlord accepts and agrees to be bound by the terms and conditions of this agreement.

x _____ /____/ 2019
_____, **Manager**

Property Inspection Checklist

The premises located at

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

Exterior:

Living Room:

Family Room:

Kitchen:

Hall:

Bathroom #1:

Bedroom #1:

Bedroom #2:

CO and Smoke Detectors:

Other:

(for additional rooms, continue on back of form)

When completed and signed, this form will be attached to your Rental Agreement. Costs to repair defects/damages not noted on this checklist

are the tenant(s) responsibility and will be deducted from the security deposit if not repaired prior to vacating the premises. If you fail to complete and return this form, the landlord will presume that no defects exist. MAKE A THOROUGH INSPECTION OF THE PREMISES & NOTE ALL DEFECTS!

x _____ / /
_____, **Tenant**

x _____ / /
_____, **Tenant**

x  / /
Jeff Oravits, **Manager**