

TENANT ATTACHMENT



This attachment should be given to the Tenant prior to the submission of any offer and is not part of the Residential Lease Agreement's terms.



ATTENTION TENANT!

You are entering into a legally binding agreement.

- 1. Read the entire agreement *before* you sign it.
- 2. Review the Rules & Regulations, CC&Rs and all other governing documents, especially if the property is in a homeowner's association.
- 3. You are *strongly* urged to obtain Renter's Insurance.
- 4. Investigate all material (important) facts.
- 5. Read and understand your rights and obligations pursuant to the *Arizona Residential Landlord and Tenant Act*, a copy of which can be obtained on the Department of Housing website: www.azhousing.gov

You can obtain information about considerations when renting or buying a property through the Buyer's Advisory at <http://www.aaronline.com>.

Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any area of interest or concern in the transaction. Be cautious about verbal representations, advertising claims, and information contained in a listing. *Verify anything important to you.*

Tenant's Check List

Tenant Attachment • Updated: January 2013

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RESIDENTIAL LEASE AGREEMENT

Document updated:
January 2013



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. **LANDLORD:** _____ or as identified on Line 328.
LANDLORD'S NAME(S)

2. **TENANT:** _____
TENANT'S NAME(S)

3. Landlord rents to Tenant and Tenant rents from Landlord, the real property and all fixtures and improvements thereon and
4. appurtenances incident thereto, plus personal property described below (collectively the "Premises").

5. Premises Address: _____

6. City: _____ AZ, Zip Code: _____

7. **Personal Property Included:** Washer Dryer Refrigerator Range/Oven Dishwasher Microwave

8. Other: _____

9. **Occupancy:** The Premises shall be used only for residential purposes and only by the following named persons:

10. _____
11. _____

12. **Assignment and Occupancy Restrictions:** Only persons listed above may occupy the Premises or any part thereof
13. without Landlord's prior written consent. If Tenant attempts to sublet, transfer, or assign this Agreement and/or allows
14. any persons other than those listed above to occupy the Premises without Landlord's prior written consent, such act
15. shall be deemed a material non-compliance by the Tenant of this Agreement and the Landlord may terminate
16. this Agreement.

17. **Addenda Incorporated:** Lead-based Paint Disclosure Inventory List

18. Other: Resident Handbook

19. **Term:** The lease shall begin on _____ at Noon and end on _____ at Noon, at which time this
MO/DAYR TIME MO/DAYR TIME

20. lease agreement shall automatically continue on a month-to-month basis, but with all other terms and conditions set forth herein
21. remaining the same, unless either party provides written notice to the other of their intention to terminate the lease agreement.
22. Notice to terminate the lease agreement at the end of the original term shall be given on or prior to the last rental due date of the
23. original term. Notice to terminate, if on a month-to-month basis, shall be given thirty days prior to the periodic rental date specified in
24. the notice. At lease termination Tenant shall return all keys/garage door/entry gate openers as described on Lines 107-108 and vacate
25. the Premises.

26. **IF THE TENANT WILLFULLY FAILS TO VACATE THE PREMISES AS PROVIDED FOR IN THIS AGREEMENT, THE LANDLORD**
27. **SHALL BE ENTITLED TO RECOVER AN AMOUNT EQUAL TO BUT NOT MORE THAN TWO MONTHS' PERIODIC RENT OR**
28. **TWICE THE ACTUAL DAMAGES SUSTAINED BY THE LANDLORD, WHICHEVER IS GREATER, AS PROVIDED FOR IN THE**
29. **ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT ("ARLTA").**

30. **Earnest Money Receipt:** No Earnest Money is required.
31. Earnest Money is required in the amount of \$ _____ and shall be held by
32. Broker named on Line 293 until offer is accepted. Tenant understands that,
33. until offer is accepted, Landlord is entitled to lease the Premises to another Tenant.

34. **Form of Earnest Money:** Personal Check Cashier's Check Other: _____

35. Upon acceptance of this offer by Landlord, Earnest Money will be deposited with:

36. Broker's Trust Account Austin Fleck Property Management
(PRINT BROKERAGE FIRM'S NAME)

37. Landlord

38. Other: _____

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TENANT TENANT

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LANDLORD LANDLORD



39. All earnest money shall consist of immediately available funds and is subject to collection. In the event any check for earnest money is
40. dishonored for any reason, at Landlord's option, Landlord shall be immediately released from all obligations under this Agreement by
41. notice to Tenant. Upon acceptance of this Agreement by all parties, all earnest money shall be deemed a security deposit.

42. Rent: Tenant shall pay monthly installments of \$ _____ plus any applicable sales taxes, which are currently
43. \$ _____ ; totaling \$ _____ ("Rent") to: Austin Fleck Property Management
44. at: 690 E. Warner Rd. Suite 153, Gilbert, AZ 85296

45. The Rent and all other accrued charges shall be due and payable no later than 5 p.m. on the 1st day of each
46. month (regardless of weekends or holidays). Rent shall be payable in advance without deductions or offsets. Landlord is not required to
47. accept a partial payment of Rent or other charges. If the sales tax changes during the term of this Agreement, Landlord may adjust the
48. amount of Rent due to equal the difference caused by the tax change upon thirty (30) days notice to Tenant.

49. Rent Proration: If the first monthly installment is for a period other than the full month, the Tenant shall pay \$ _____ plus any
50. applicable sales taxes, of \$ _____ , totaling \$ _____ for the period beginning _____ and ending _____.
MO/DAYR MO/DAYR

51. Note: The ARLTA prohibits a landlord from demanding or receiving security, however denominated, including, but
52. not limited to, prepaid Rent in an amount or value in excess of one and one-half month's Rent; however the
53. ARLTA does not prohibit a Tenant from voluntarily paying more than one and one-half month's Rent in advance.
54. The breakdown of the deposit amounts shown below is solely for the purpose of showing how such amounts
55. were calculated and does not limit Landlord's right to use all deposit amounts as permitted by the ARLTA.
56. Deposits may be placed in interest-bearing accounts, which interest shall be retained by the Broker or Landlord.
57. REFUNDABLE DEPOSITS SHALL NOT BE USED AS A CREDIT TOWARDS LAST MONTH'S RENT.

58. Initial Rent Payment: \$ _____

59. Refundable Security Deposit Due: "Security" is given to assure payment or performance under this Agreement. "Security" does not
60. include a reasonable charge for redecorating or cleaning.

61. Security deposit: \$ _____
62. Pet deposit: + \$ _____
63. Cleaning deposit: + \$ _____ Inc.

64. Non-refundable Charges Due:

65. Cleaning Fee + \$ _____ (for additional cleaning and sanitizing of the Premises after Tenant vacates)
66. Redecorating Fee: + \$ _____ (for periodic repair/replacement of floor and window coverings, paint and
67. decorative items after Tenant vacates)
68. Pet Fee: + \$ _____ (for additional wear, tear and cleaning after Tenant vacates)
69. Other Fee: + \$ 125.00 (for Tenant Processing Fee)

70. Tax Due:

71. Sales tax charged: + \$ _____ Tax rate _____ % Taxable amount \$ _____

72. Total Required Payment: \$ 125.00
73. Less earnest money - \$ _____ (becomes security deposit upon acceptance by all parties)
74. BALANCE DUE (CERTIFIED FUNDS): \$ 125.00

75. Refundable deposits will be held: By Landlord Broker's Trust Account Austin Fleck Property Management
BROKERAGE FIRM NAME

76. No refundable deposit shall be transferred from the Broker's Trust Account without ten (10) calendar days' written notice to the Tenant. If
77. deposits are held by Landlord, Tenant and Landlord agree to hold Broker harmless of all liability regarding said deposits. If the Premises
78. are surrendered to Landlord at the termination or expiration of this Agreement in a clean and undamaged condition acceptable to Landlord,
79. Landlord shall return the refundable deposits to the Tenant within the time period provided for in the ARLTA. However, if the Premises are
80. delivered to Landlord in an unclean, damaged or unacceptable condition, Landlord shall be entitled to retain all or a portion of the
81. refundable deposits and hold the Tenant liable for any additional charges.

82. Late Charges and Returned Checks: A late charge of \$ 25.00 per day (no grace period)

83. shall be added to all Rent not received by the due date and shall be collectible as Rent. Tenant shall pay a charge of
84. \$ 50.00 for all checks returned from the bank unpaid for any reason, in addition to the late charge provided for on Line 82.
85. These additional charges shall be collectible as Rent. If a Rent check has been returned from the bank unpaid for any
86. reason, the Landlord shall be entitled to demand that all sums due pursuant to this Agreement be paid in the form of a
87. cashier's check or money order. >>

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LANDLORD LANDLORD



88. **Late or Partial Payments:** The acceptance by Landlord of any late or partial payment shall not change the due date or amount of
89. any required payment in the future and shall not relieve Tenant of any obligation to pay the balance of the Rent and any applicable
90. late fees or costs.

91. **Credit/Background Report(s):** A credit/background report(s) application fee of \$ _____
92. is due by separate payment and is non-refundable. This Agreement is conditioned on satisfactory verification and approval
93. by Landlord of Tenant's employment, credit, banking references, income, past rental history, and criminal and/or other
94. background check(s) prior to possession. Tenant consents to these credit/background check(s) by Landlord or Broker.
95. Tenant shall complete a separate rental and/or credit application containing all the required information. Tenant warrants
96. that the information is correct and complete and that Tenant has disclosed all pertinent information and has not withheld
97. any information, including, but not limited to, poor credit, early terminations of leases, evictions or bankruptcy. Tenant's
98. material falsification of any information provided to Landlord shall entitle Landlord to terminate this Agreement and pursue
99. all applicable remedies, damages, court costs and reasonable attorneys' fees. The credit history of Tenant with respect to
100. this Agreement may be reported to any credit bureau or reporting agency.

101. **Pets** (including, but not limited to animals, fish, reptiles or birds):
102. No pets allowed. Tenant agrees not to keep or permit any pets on the Premises without prior written consent of the Landlord.
103. Landlord hereby grants Tenant permission to keep the following described pet(s) on the Premises:
104. _____ and Tenant
105. is required is not required to maintain a liability insurance policy to cover any liability incurred due to pet with a
106. minimum of \$ _____ coverage and cause Landlord to become an "additional insured" under the policy.

107. **Keys:** Landlord agrees to deliver to Tenant keys for Premises: _____ Door _____ Pool _____ Mail Box
108. _____ Entry Gate Other: _____ and _____ garage door openers upon possession.
109. The Tenant shall pay Rent and shall remain responsible for the security of the Premises until all keys and garage door
110. openers have been physically returned to Landlord or otherwise satisfactorily accounted for by Tenant. Leaving
111. keys/garage door opener/entry gate opener in or on the Premises will not be considered returned. Tenant agrees to pay all
112. costs related to replacing lost or unreturned keys and/or garage door/entry gate openers. Tenant shall not change the locks
113. or add a deadbolt lock without Landlord's written consent. Tenant acknowledges that unless otherwise provided herein,
114. Premises have not been re-keyed.

115. **Utilities:** Tenant agrees to arrange, and pay for when due, all utilities except:
116. No exceptions. Tenant is responsible for establishing in their name prior to move in.

117. **HOA Fees:** Homeowners' Association Fees shall be paid by: Landlord Tenant Not applicable

118. **Maintenance Responsibility:** The following shall be the responsibility of the party indicated:

119. A. Pool Maintenance:
120. Cleaning/Routine Maintenance: Landlord Tenant Association Not applicable
121. Pool Chemicals: Landlord Tenant Association Not applicable
122. B. Routine Pest Control: Landlord Tenant Association Not applicable
123. C. Yard Maintenance:
124. Front Yard: Landlord Tenant Association Not applicable
125. Back Yard: Landlord Tenant Association Not applicable
126. D. Other: _____ Landlord Tenant Association Not applicable

127. **Upkeep of the Premises:** Tenant has completed all desired physical, environmental or other inspections and investigations of the
128. Premises and is satisfied with the physical condition, except as otherwise noted in writing. Tenant shall maintain the Premises in
129. a neat and undamaged condition and, in particular, shall comply with applicable provisions of building codes, homeowner's
130. association or other rules and regulations; maintain the Premises in a clean and safe condition; dispose of all ashes, rubbish,
131. garbage and other waste; keep and use all plumbing and electrical, sanitary, heating, ventilating and air conditioning facilities and
132. elevators and other facilities and appliances in a clean and reasonable manner; and generally conduct themselves and others in
133. their charge, including pets, in a manner so as not to disturb their neighbors or in any way, deface, damage, impair or otherwise
134. destroy any part of the Premises. Tenant shall immediately notify Landlord of any situation or occurrence that requires the
135. Landlord to provide maintenance, make repairs, or otherwise requires the Landlord to take action as required by the ARLTA,
136. including, but not limited to any moisture conditions from any source, leaks, evidence of mold/mildew, or of any inoperative
137. mechanical, plumbing or electrical system or component thereof. In the event the Tenant notifies Landlord of any condition
138. requiring the Landlord to make repairs or perform maintenance, such notice shall constitute permission from the Tenant for the
139. Landlord to enter the Premises for the sole purpose of making the repairs or performing the maintenance requested. If Tenant
140. fails to comply with such requirements, Landlord may make necessary repairs and submit a bill to Tenant subject to the provisions

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141. of the ARLTA. Tenant also agrees to replace furnace filters, air conditioning filters, light bulbs, water filters and smoke alarm and/or
142. carbon monoxide detector batteries as frequently as conditions require, or as otherwise provided. Landlord agrees to maintain the
143. Premises as provided in the ARLTA and shall comply with the requirements of applicable building codes, homeowner's association or
144. other rules and regulations, make all repairs necessary to keep the Premises in a fit and habitable condition and maintain common areas.

145. **Crime-Free Provision:** Tenant, occupants, family, guests, invitees, or other persons under the Tenant's control shall not engage in or
146. facilitate: (i) any acts involving imminent or actual serious property damage as defined by law; (ii) any criminal activity, including drug-
147. related criminal activity, any act of violence or threats of violence, other illegal activity, including prostitution, criminal street gang
148. activity, threatening or intimidating, unlawful discharge of firearms, or assault; (iii) jeopardize the health, safety and welfare of tenants,
149. Landlord, Landlord's representatives, agents or others.

150. **VIOLATION OF THIS PROVISION SHALL CONSTITUTE A MATERIAL AND IRREPARABLE VIOLATION OF THIS AGREEMENT
151. AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY.**

152. **Rules and Law:** Tenant has either received a copy of any rules, regulations, covenants, conditions and restrictions, homeowners'
153. association rules, ordinances, and laws ("Rules and Law") concerning the Premises, or has made an independent investigation
154. of the applicability of any such Rules and Law to Tenant's use of the Premises. If the homeowner's association, state, county,
155. municipal or other governmental bodies adopt new ordinances, rules or other legal provisions affecting this Agreement, the
156. Landlord may make immediate amendments to bring this Agreement into compliance with the law. In such event, the Landlord
157. agrees to give Tenant notice that this Agreement has been amended and shall provide a brief description of the amendment and
158. the effective date.

159. **Compliance with Rules and Law:** Landlord and Tenant agree to comply with the applicable Rules and Law concerning the
160. Premises. Tenant agrees to supervise other occupants, family, guests, invitees, or other persons under the Tenant's control to
161. ensure their compliance with the Rules and Law and shall be responsible for any actions of the foregoing who violate this
162. Agreement or the applicable Rules and Law. Tenant shall immediately notify Landlord upon receipt of any notice of violation
163. and shall pay any fines or penalties assessed by any governing body as a result of Tenant's noncompliance with Rules
164. and Law.

165. **Swimming Pool Barrier Regulations:** Tenant agrees to investigate all applicable state, county, and municipal Swimming
166. Pool Barrier Regulations and agrees to comply with said regulations while occupying the Premises, unless otherwise agreed
167. in writing. If the Premises contains a swimming pool, Tenant acknowledges receipt of the Arizona Department of Health
168. Services approved private pool safety notice. Landlord and Tenant expressly relieve and indemnify brokers from any and all liability
169. and responsibility for compliance with any applicable pool barrier laws and regulations.

170. **(TENANT'S INITIALS REQUIRED)** _____
TENANT TENANT

171. **Lead-based Paint Disclosure:** If the Premises were built prior to 1978, the Landlord shall: (i) notify the Tenant of any known
172. lead-based paint ("LBP") or LBP hazards in the Premises; (ii) provide the Tenant with any LBP risk assessments or inspections
173. of the Premises in the Landlord's possession; (iii) provide the Tenant with the Disclosure of Information on Lead-based Paint
174. and Lead-based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the
175. pamphlet "Protect Your Family from Lead in Your Home" (collectively "LBP Information").

176. The Premises were constructed prior to 1978 and Tenant has received and executed the Disclosure of Information on
177. Lead-based Paint and Lead-based Paint Hazards, and has received any reports, records, pamphlets, and/or other materials
178. referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home."

179. **(TENANT'S INITIALS REQUIRED)** _____
TENANT TENANT

180. **OR**

181. Premises were constructed in 1978 or later.

182. **(TENANT'S INITIALS REQUIRED)** _____
TENANT TENANT

183. **Smoke Detectors:** The Premises **does** **does not** contain smoke detector(s). If yes, Tenant shall maintain the
184. detector(s) in working condition, change batteries and notify Landlord if the detector is not working properly or missing from
185. the Premises.

186. **Carbon Monoxide Detectors:** The Premises **does** **does not** contain carbon monoxide detector(s). If yes, Tenant shall
187. maintain the detector(s) in working condition, change batteries and notify Landlord if the detector is not working properly or
188. missing from the Premises.

189. **Fire Sprinklers:** The Premises **does** **does not** contain fire sprinklers. If yes, Tenant shall notify Landlord if the
190. sprinklers are not working properly or are missing from the Premises.

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LANDLORD	LANDLORD



- 191. **Alterations and Improvements:** Tenant shall not make any alterations or improvements to the Premises without Landlord's
- 192. prior written consent.
- 193. **Tenant Liability/Renter's Insurance:** Tenant assumes all liability for personal injury, property damage or loss, and insurable
- 194. risks. Landlord strongly recommends that Tenant obtain and keep renter's insurance in full force and effect during the full term
- 195. of this Agreement.
- 196. **Access:** Tenant shall not unreasonably withhold consent to Landlord or Landlord's representative(s) to enter into the Premises to
- 197. inspect, make necessary or agreed repairs, decorations, alterations or improvements; supply necessary or agreed services; or
- 198. exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. Landlord may enter the
- 199. Premises without consent of the Tenant in case of emergency. Landlord shall not abuse the right to access or use it to harass the
- 200. Tenant. Except in case of emergency or if it is impracticable to do so, Landlord shall give the Tenant at least two days' notice of
- 201. the intent to enter and enter only at reasonable times.
- 202. **Tenant Obligations upon Vacating Premises:** Upon termination of this Agreement, Tenant promises to surrender the Premises
- 203. to Landlord in the same condition as when the Agreement term commenced, reasonable wear and tear excepted; all debris will
- 204. be removed from the Premises; mail forwarded; and keys/garage door opener/entry gate opener returned to Landlord. Tenant shall
- 205. have all utilities on until after move-out inspection.
- 206. **Trustee's Sales Notice:** Landlord shall not allow the Premises to become the subject of a trustee's sale. Tenant shall notify
- 207. Landlord immediately upon receipt of any notice of trustee's sale. Tenant acknowledges that pursuant to law, Tenant's rights under
- 208. this Agreement may be terminated in the event of a trustee's sale.
- 209. **Death of Tenant:** Tenant may provide and update Landlord with the name and contact information of a person who is authorized to
- 210. enter the Premises to retrieve and store Tenant's personal property if the Tenant dies during the term of this Agreement. In the event of
- 211. Tenant's death during the term of this Agreement, Landlord may release Tenant's personal property pursuant to the ARLTA.
- 212. **Breach:** In the event of a breach of this Agreement, the non-breaching party may proceed against the breaching party in any
- 213. claim or remedy that the non-breaching party may have in law or equity.
- 214. **Attorney Fees and Costs:** The prevailing party in any dispute or claim between Tenant and Landlord arising out of or relating
- 215. to this Agreement shall be awarded all their reasonable attorney fees and costs. Costs shall include, without limitation, expert
- 216. witness fees, fees paid to investigators, and arbitration costs.
- 217. **Soldiers and Sailors' Civil Relief Act:** If Tenant enters into military service or is a military service member and receives military orders
- 218. for a change of permanent station or to deploy with a military unit or as an individual in support of a military operation for a period of
- 219. 90 days or more, Tenant may terminate this Agreement by delivering written notice and a copy of Tenant's official military orders
- 220. to Landlord. In such a case, this Agreement shall terminate 30 days after the next monthly rental payment is due. Military permission
- 221. for base housing does not constitute a change of permanent station order.
- 222. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Agreement shall be treated as an original
- 223. Agreement. This Agreement and any other documents required by this Agreement may be executed by facsimile or other
- 224. electronic means and in any number of counterparts, which shall become effective upon delivery as provided for herein,
- 225. except that the Lead-based Paint Disclosure Statement may not be signed in counterpart. All counterparts shall be deemed
- 226. to constitute one instrument, and each counterpart shall be deemed an original.
- 227. **Entire Agreement:** This Agreement, and any addenda and attachments, shall constitute the entire agreement between Landlord
- 228. and Tenant, shall supersede any other written or oral agreements between Landlord and Tenant and can be modified only by a
- 229. writing signed by Landlord and Tenant. The failure to initial any page of this Agreement shall not affect the validity or terms of
- 230. this Agreement.
- 231. **Time of Essence:** Time is of the essence in the performance of the obligations described herein.
- 232. **Waivers:** No waiver by Landlord of any provision herein shall be enforceable against Landlord unless in writing signed by
- 233. Landlord, nor shall it be deemed a waiver of any other provision herein or of any subsequent breach by Tenant of the same or
- 234. any other provision. Landlord's consent to or approval of any act shall not constitute a continuing consent to or approval of any
- 235. subsequent act by Tenant.
- 236. **Subordination:** This Agreement shall be subordinate to all present and future ground leases, mortgages, deeds of trust
- 237. trust and any other encumbrances consented to by Landlord and also to any modifications or extensions thereof. Tenant
- 238. agrees to execute any subordination agreements or other similar documents presented by Landlord within three (3) days
- 239. of presentation.
- 240. **Permission:** Landlord and Tenant grant Brokers permission to advise the public of this Agreement and the price and terms herein.
- 241. **Equal Housing Opportunity:** Landlord and Brokers comply with federal, state, and local fair housing laws and regulations.

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LANDLORD	LANDLORD



242. **Construction of Language:** The language of this Agreement shall be construed according to its fair meaning and not strictly for
243. or against either party. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and
244. context. The use of the term Landlord in this Agreement shall include any Property Manager named on lines 312 and/or 330.

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

248. **Days:** All references to days in this Agreement shall be construed as calendar days and a day shall begin at 12:00 a.m. and
249. end at 11:59 p.m.

250. **Notices:** Unless otherwise provided for by statute or by agreement of the parties, all notices herein shall be in writing and shall
251. be delivered to Landlord at the address set forth on Line 318 and to Tenant at the Premises and shall be sent by registered or
252. certified mail, or personally delivered. Such notice shall be deemed received on the date the notice is actually received or
253. five (5) days after the date the notice is mailed by registered or certified mail, whichever occurs first.

254. **Additional Terms:**

255. No smoking of any kind allowed inside premises including garage. Tenant agrees no
256. medical marijuana will be kept, grown or used on premises. All repair requests must be
257. in writing via 1)austinfleck.com, 2)Fax to 480-361-4440 or 3)Mail/Deliver request to
258. Branch. Tenant will be charged a minimum of \$35 for any service of notices, HOA or other
259. violations, warning letters & HOA fines. Tenant acknowledges that premises have been
260. re-keyed. Tenant will be charged \$100 re-key fee upon termination of this agreement. In
261. the event of abandonment or Writ of Judgment in a detainer/eviction, personal property
262. on the premises may be destroyed if reasonably deemed by the Landlord/Manager that the
263. value is so low that the cost of moving, storage & conducting a public sale exceeds the
264. amount that would be realized from a sale. Washer, Dryer & Refrigerator if provided are
265. in "As-Is" condition, no warranties are implied or expressed. If repairs become
266. necessary on these items, Landlord may repair or remove & not replace. All parties agree
267. to waive any rights they may have to a Jury Trial. Landlord/Manager is entitled to all
268. costs/fees incurred in collecting any tenant owed debt. Tenant understands & agrees to
269. pay court costs, attorney fees & a 50% (fifty percent) collection fee & 2% (two percent)
270. interest on any outstanding balances over 30 (thirty) days past due.

271. **Tenant Acknowledgment:** By signing below, Tenant acknowledges that: (i) A free copy of the Arizona Residential Landlord
272. and Tenant Act is available through the Arizona Department of Housing; (ii) The Landlord shall furnish upon move-in, a
273. move-in form for specifying any existing damages to the Premises and Tenant shall return the completed move-in form to Landlord
274. within five (5) days or 5 days of occupancy or Tenant shall accept the Premises in its existing condition; (iii) The
275. Tenant is hereby notified that Tenant is entitled to be present at the move-out inspection; (iv) Tenant understands and
276. agrees to the terms and conditions of this Agreement, and acknowledges a receipt of a copy of all 8 pages of the Agreement
277. and any addenda.

278. **INDEMNITY AND RELEASE: THE PARTIES TO THIS AGREEMENT AGREE TO INDEMNIFY AND HOLD HARMLESS**
279. **BROKERS, PROPERTY MANAGERS, AND ANY OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES OR EMPLOYEES**
280. **FROM ANY LOSS, CLAIM, LIABILITY OR EXPENSE ARISING FROM INJURY TO ANY PERSON OR DAMAGE TO OR**
281. **LOSS OF ANY PROPERTY, IN ANY WAY CAUSED BY THE PARTIES AND TENANT'S FAMILY, GUESTS, INVITEES,**
282. **AGENTS, PETS OR OTHERS UNDER THEIR CONTROL.**

283. (TENANT'S INITIALS REQUIRED) _____ TENANT TENANT

284. **Terms of Acceptance:** This offer will become a binding lease agreement when acceptance is signed by Landlord and a signed
285. copy delivered in person, by mail, facsimile or electronically, and received by Broker named on Line 304 by
286. _____, _____ at _____ a.m. p.m., Mountain Standard Time. Tenant may withdraw this offer
287. at any time prior to receipt of Landlord's signed acceptance. If no signed acceptance is received by this date and time, this offer
288. shall be deemed withdrawn and the Tenant's earnest money shall be returned.

289. THIS AGREEMENT CONTAINS 8 PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS.
290. PLEASE ENSURE THAT YOU HAVE RECEIVED AND READ ALL 8 PAGES AS WELL AS ANY ADDENDA
291. AND ATTACHMENTS.

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TENANT	TENANT

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LANDLORD	LANDLORD



292. Broker on behalf of Tenant:

293. PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE

294. FIRM ADDRESS CITY STATE ZIP CODE

295. TELEPHONE FAX EMAIL

296. Agency Confirmation: The Broker named on Line 293 is the agent of (check one):

297. [] the Tenant [] the Landlord or [] both the Tenant and the Landlord

298. The undersigned agree to lease the Premises on the terms and conditions herein stated and acknowledge receipt of a copy hereof including the Tenant Attachment.

300. ^ TENANT'S SIGNATURE MO/DA/YR ^ TENANT'S SIGNATURE MO/DA/YR

301. ADDRESS

302. CITY STATE ZIP CODE

LANDLORD ACCEPTANCE

303. Broker on behalf of Landlord:

304. Susan Austin-Fleck 4818 Austin Fleck Property Management AFPM001
PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE

305. 690 E. Warner Rd. Suite 153 Gilbert AZ 85296
FIRM ADDRESS CITY STATE ZIP CODE

306. (480) 361-6105 (480) 361-4440 susan@austinfleck.com
TELEPHONE FAX EMAIL

307. Broker is not authorized to receive notices or act on behalf of Landlord unless indicated on Lines 315-318 below.

308. Agency Confirmation: The Broker named on Line 304 is the agent of (check one):

309. [x] the Landlord exclusively, or [] the Landlord and the Tenant.

310. Property Manager, if any, authorized to manage the Premises and act on behalf of Landlord pursuant to separate written agreement:

312. Susan Austin-Fleck (480) 361-6105
NAME TELEPHONE

313. Austin Fleck Property Management (480) 361-6105
FIRM TELEPHONE

314. 690 E. Warner Rd. Ste 153 Gilbert AZ 85296
ADDRESS CITY STATE ZIP CODE

315. Landlord or the person authorized to act on behalf of the Landlord for receiving service of process, notices, and demands is:

316. (480) 361-6105
NAME TELEPHONE

317. Austin Fleck Property Management C/O Property Manager (480) 361-6105
FIRM TELEPHONE

318. 690 E. Warner Rd. Suite 153 Gilbert AZ 85296
ADDRESS CITY STATE ZIP CODE

>>

TENANT TENANT

<Initials

Initials>

LANDLORD LANDLORD



319. **Landlord Acknowledgment:** Landlord has read this entire Agreement. The Landlord acknowledges that Landlord
320. understands the terms and conditions contained herein. The Landlord accepts and agrees to be bound by the terms
321. and conditions of this Agreement. The Landlord has received a signed copy of this Agreement and directs the Broker
322. to deliver a signed copy to the Tenant, and to any other Broker involved in this Agreement.

323. **LANDLORD ACKNOWLEDGES THAT LANDLORD HAS PROVIDED THE REQUIRED INFORMATION ON RESIDENTIAL
324. RENTAL PROPERTY TO THE APPLICABLE COUNTY ASSESSOR.**

325. Counter Offer is attached, which is incorporated herein by reference. If there is a conflict between this Agreement and the
326. Counter Offer, the provisions of the Counter Offer shall be controlling. (Note: If this box is checked, Landlord should sign
327. both Agreement and Counter Offer.)

328. _____
^ LANDLORD/PROPERTY MANAGER SIGNATURE MO/DA/YR ^ LANDLORD/PROPERTY MANAGER SIGNATURE MO/DA/YR

329. _____
PRINT LANDLORD NAME PRINT LANDLORD NAME

330. **Susan Austin-Fleck**
PRINT PROPERTY MANAGER NAME

331. **690 E. Warner Rd. Ste 153**
ADDRESS ADDRESS

332. **Gilbert** **AZ** **85296**
CITY STATE ZIP CODE CITY STATE ZIP CODE

333. **OFFER REJECTED BY LANDLORD:** _____
MONTH DAY YEAR (LANDLORD'S INITIALS)

For Broker Use Only:
Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
(MO/DA/YR)

TENANT | TENANT

<Initials

Initials>

LANDLORD | LANDLORD

