

1. RESIDENTIAL LEASE AGREEMENT

1.1 ATTENTION RESIDENT! YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT

Read the entire Residential Lease Agreement as well as any and all addenda before you sign them.

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1.2 REVIEW

Review any Rules & Regulations, CC&R's and all other governing documents especially if the property is in a homeowner's association.

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1.3 INVESTIGATE

Investigate renters' insurance. Resident is required to have and maintain renters' insurance (minimum of \$300,000 liability coverage). Residents are required to have all Leaseholders listed on the Declarations Page of the Renters Insurance Policy, or they can each get their own policy that meets the requirements. Renters' insurance must remain in effect through the end of the Lease.

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1.4 INVESTIGATE

Investigate all material (important) facts.

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1.5 VIEW THE PREMISES

Residents renting the premises agree, acknowledge and understand they are renting the premises in its current cosmetic condition. Marketing photos may not show the current cosmetic condition especially if the property is currently occupied. Resident is highly encouraged to view the premises or have someone view it on their behalf. Residents renting, site unseen, accept all of the risks of not seeing the premises prior to executing a lease.

1.6 READ YOUR RESIDENT HANDBOOK

Read and understand your Resident Handbook. A copy of the Resident Handbook is also available on our website under the Resident Page at www.rentrightproperties.com it is also available via your Resident Portal.

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1.7 REVIEW YOUR RIGHTS

Read and understand your rights and obligations pursuant to the Arizona Residential Landlord Tenant Act, a copy of which can be obtained on the Department of Housing website: www.azhousing.gov.

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1.8 AGREE

I/We have read and do hereby agree with and fully understand items 1.1-1.7 as listed above.

Rent Right Management Solutions, LLC has set policies and procedures for how we conduct business. These policies come from experience, legal review and governing bodies. They are designed to set you, the Resident, Rent Right and the Landlord up for a successful relationship. If there is anything you do not understand or have questions about, please ask.

You are encouraged to consult an attorney and/or experts of your choice in any area of interest or concern before signing this agreement.

Verify anything that is important to you.

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1.9 RESIDENCY

LANDLORD:<<Owner Name(s)>>

AUTHORIZED PROPERTY MANAGER: Rent Right Management Solutions, LLC, managing agent for Landlord.

TENANT(S): <<Tenants (Financially Responsible)>>

GUARANTOR(S):<<Co-Signer(s)>>

Landlord and Tenant (Referred to as "Resident(s)") enter into this Residential Lease Agreement ("Agreement") on the terms contained herein. Landlord rents to the Resident and Resident rents from the Landlord, the following described real property and all fixtures and improvements thereon and appurtenances incident thereto, plus personal property described below (collectively the "Premises").

PREMISES ADDRESS:<<Unit Address>>

PORTIONS OF PREMISE NOT INCLUDED: Premises Not Included

ITEMS INCLUDED BUT NOT LIMITED TO:

- ☐ Refrigerator
- ☐ Range/Oven
- ☐ Wall Oven
- ☐ Cooktop
- ☐ Disposal
- ☐ Dishwasher
- ☐ Microwave
- ☐ Hood
- ☐ Other (ie: Trash compactor, etc.)
- ☐ Washer
- ☐ Dryer

- ☐ Window AC
- ☐ Portable AC
- ☐ Fire Extinguisher
- ☐ CO Detector

OTHER PERSONAL PROPERTY: Personal property

Appliances other than the stove and refrigerator, if included, are accepted by Resident in “as-is” condition and shall be at the discretion of the Landlord to have the appliance(s) repaired or replaced. These appliances shall be deemed convenience items only. Consideration for this provision has already been accounted for in the market rental rate. If the refrigerator is provided, Landlord will maintain, but Landlord assumes no liability and no obligation to reimburse Residents for perishable items in the event of a power outage or appliance failure. In the event of a refrigerator failure Resident understands they may need to provide and utilize coolers and ice at their own expense in the interim.

OCCUPANCY: The Premise shall be used and occupied exclusively as a private residence only by the Resident(s) and the following named persons:

<<Tenants (Financially Responsible)>>, <<Other Occupant(s)>>

USE: The Premises shall be used exclusively for residential purposes as a private residence. Use of any portion of the Premises for commercial, retail, small business, industrial, or hazardous activities is strictly prohibited.

ASSIGNMENT AND OCCUPANCY RESTRICTIONS: Only persons listed above may occupy the Premises or any part thereof without Landlord’s prior written consent. If Resident attempts to sublet, transfer, short term rent, vacation rent, rent a room, AIRBNB, VRBO or assign this Agreement and/or allows any person’s other than those listed above to occupy the Premises without Landlord’s prior written consent, such act shall be deemed an irreparable material breach and non-compliance of this Agreement and is grounds for immediate termination and right of possession by Landlord.

Overnight Guests are limited to fourteen (14) days per calendar year unless prior written consent is received from Landlord.

Resident will be charged \$500.00 for any unauthorized occupant per occurrence per unauthorized occupant plus an additional \$100.00 per day until rectified which shall be due and collectible as rent.

If Resident desires to change approved occupants then Resident must submit a request to the Landlord in writing prior to any actual change in occupants. Potential new occupants if 18 or older must apply and pay the current applicable application processing fee. Potential new occupants must be approved by the Landlord and a lease addendum must be signed by all parties adding them to the Agreement. Any Resident vacating the property must notify Landlord in writing. Vacating does not release the Resident or Guarantor from the terms of this Agreement. The Landlord reserves the right to refuse a change in occupancy. There is a \$200.00 charge for additional services rendered for any occupancy changes due and payable at the time of the lease addendum signing.

GUARANTOR(S) or CO-SIGNER(S): (these parties are referred to as Guarantors) are liable for and guaranty the full performance of all terms of this Agreement and any Addenda and including but not limited to all financial obligations, rent monies and damages to Premises throughout the lease term and/or any renewals/extensions. Guarantors will NOT, for any reason, be released from this obligation. A Guarantor submitting a request asking to be released does not constitute the Guarantor being released from the terms of the Agreement. Guarantors are not a Resident and as such are not entitled to: right of access and/or notice.

In the event of multiple Residents or Occupants, Guarantor understands and acknowledges they are obligated to the Agreement and Premises as a whole and are responsible for the actions of all Residents, Occupants and all terms of this Agreement no matter the relationship between parties. Obtaining this guaranty is a material consideration for the Landlord to enter into this Agreement with the Resident(s). Guarantors are required to sign an attached and incorporated Personal Guaranty of Lease Agreement.

- ☐ Personal Guarantor is required
- ☐ Personal Guarantor is not required

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1.10 LEASE TERM AND CONDITIONS

APPLICATION/CREDIT/BACKGROUND CONTINGENCY: This Agreement is contingent on a satisfactory verification and approval by Landlord of Residents and when applicable Guarantors; employment, credit, references, income, past rental history and criminal or other background check(s) prior to possession. Resident warrants that the information provided by Resident(s) is correct and complete and that Resident(s) has disclosed all pertinent information and has not withheld any information including, but not limited to, poor credit, early termination of leases, evictions, felonies, smoking or vaping, pets, number of occupants, judgments or bankruptcy. Resident’s material falsification of any information provided to Landlord shall entitle Landlord to immediately terminate this Agreement, have immediate right

of possession and pursue all applicable remedies, damages, court costs and reasonable attorneys' fees.

ADDENDA ATTACHED and INCORPORATED:

Incorporated	Addenda
☐	Acreage Addendum
☐	Animal Addendum
☐	Septic Addendum
☐	Propane Addendum
☐	Grinder/Injector Pump Addendum
☐	Well Addendum
☐	Personal Guaranty of Lease

Resident ACKNOWLEDGES RECEIVING:

☐	Lead Based Paint Disclosure Pamphlet
☐	Permission for Access
☐	Real Estate Agency Disclosure and Election
☐	Move-In Property Condition Report (return in 5 days)
☐	Bed Bug Educational Material
☐	Refund of Security Deposit Addendum
☐	HOA Rules and Regulations
☐	Covenants, Conditions and Restrictions
☐	Rent Right Resident Handbook

RESIDENT ACKNOWLEDGES RECEIVING:

Amount	Item
House keys	House Key
Security Screen Door Key	Security Screen Door Key
Mailbox Keys	Mailbox Key
Pool Key	Pool Key
Laundry Room Key	Laundry Room Key
Entry Gate Opener	Entry Gate Opener(s)
Garage Door Opener Remotes	Garage Door Remote(s)
Fan Remotes	Ceiling Fan Remote(s)
Window AC Remotes	Window or Portable A/C Remote(s)

LEASE TERM: The lease shall begin on <<Lease Start Date>> and end on <<Lease End Date>> at 4:00 p.m. Arizona time, at which time, this Agreement shall automatically continue on a month-to-month basis, subject to an automatic 25% rental increase, unless either party provides 30 Day written notice to vacate as outlined below to the other of their intention to terminate this Agreement, or unless other terms have been agreed to in writing.

1.11 RENT, LATE FEES, DEPOSITS

RENT: Resident shall pay monthly installments of \$ <<Monthly Rent>> plus any applicable fees; totaling:<<Monthly Charges>>("Rent").

Rent is payable to Rent Right Management Solutions, LLC on behalf of Landlord at 302 W. Willis Street, Suite 100, Prescott, AZ 86301. Rent payments shall be made online via the Resident portal, with a personal check, money order or cashier's check. Cash will not be accepted. Only one payment of the full balance for the Premises will be accepted. A drop box is available on the exterior of the building for Resident convenience. Any payment that is mailed is deemed received the day it is actually received by Rent Right, not the day it is postmarked.

PERIODIC RENTAL DUE DATE: Rent and all other accrued charges shall be due and payable no later than the 1st day of each month (regardless of weekends or holidays). Rent shall be payable in advance without deductions or offsets.

PARTIAL PAYMENT: Landlord is not required to accept a partial payment of rent or any other charges. However; the acceptance by Landlord of any late or partial payments shall not change the due date or amount of any required payment in the future and shall not relieve Resident of any obligation to pay the balance of the Rent and any applicable late fees or costs. In the event Landlord agrees to a partial payment the Resident must sign a partial payment agreement and will receive a 5 day notice.

LATE FEES AND RETURNED CHECKS: A late fee of \$50.00 plus \$10.00 per day shall be added to all Rent not received by the first (1st) day of each and every calendar month and shall be collectible as Rent (for example, if rent is paid the morning of the 2nd then the late fee would be \$50.00, the 3rd \$60.00, etc.). Rent not paid in full each month are subject to a late fee. If rent is late, Resident will be given a Five (5) Day Notice for which Resident will be charged an additional \$50.00 plus any applicable mailing, posting or service fees. Resident shall pay a charge of \$50.00 for all checks or payments that are returned from the bank unpaid for any reason, in addition to late fees as stated above per day until paid in full. These additional charges shall be collectible as Rent and failure of Resident to pay these charges is a material breach of this Agreement. If a rent check or payment has been returned from the bank unpaid for any reason, the Landlord shall be entitled to demand that all future sums due pursuant to this Agreement be paid via certified funds in the form of a cashier's check or money order. Dishonored checks or payments may be turned over to the Yavapai County Bad Check Division as applicable. The timeliness of Rent payments may be reported to credit agencies including Experian Rent Bureau.

APPLICATION OF FUNDS: Regardless of any notation on the payment or receipt, Landlord may apply funds received from Resident first to any outstanding attorney's fees and court costs, then to breach fees, then to utilities and repairs, then to late fees, then to rent.

PROPERTY CONDITION REPORT: Resident is given notice that Landlord has provided at the property a property condition report for Resident to specify any existing damages or cosmetic condition of the Premises and Resident shall return the completed form within 5 days of moving in. This form is used to document cosmetic condition and not for requesting maintenance.

REFUNDABLE SECURITY DEPOSIT: "Security Deposit" is given to assure the full and faithful performance of Resident's obligations under this Agreement.

Note: The ARLTA prohibits a Landlord from demanding or receiving security, however denominated, including, but not limited to, prepaid Rent in an amount or value in excess of one and one-half month's Rent; however, the ARLTA does not prohibit a Resident from voluntarily paying more than one and one-half month's rent in advance.

During the term of the lease, the Resident's security deposit is held by the Agent in a broker trust account per law. In the event the trust account is interest-bearing, the interest shall be retained by the Agent.

If the Premises are surrendered to Landlord at the termination or expiration of this Agreement in a clean and undamaged condition acceptable to the Landlord, Landlord shall return the refundable deposits to the Resident as per ARLTA.

The timeframe for which Landlord is required to provide Resident an itemization and return of deposit shall begin to when: 1) All Residents have completely vacated the premises; 2) All Residents have returned possession by surrendering in writing or returning all keys to Landlord; 3) the term of lease agreement has legally expired, and 4) Resident has complied with all other State requirements per the ARLTA.

If the Premises are delivered to Landlord unclean, damaged or in an unacceptable condition, Landlord shall be entitled to retain a portion or all of the refundable security deposit and hold Resident liable for any additional charges exceeding the deposit amount as Landlord deems appropriate at Landlord's sole discretion. In the event the sums owed by Resident exceed the security deposit, then Resident agrees to pay any additional sums due, over and above said security deposit, to Landlord within five (5) days after notification of such sums due to Landlord.

All invoices for work coordinated by Landlord or Agent of Landlord will be subject to a ten percent (10%) premium for the coordination of said work.

Under no circumstances shall Resident elect to use Security Deposit for last month's Rent or the Lease break fee. Resident shall provide forwarding address upon vacating Premises. If none is provided, the deposit disposition will be mailed to the last known address. There will be no refunds of any deposits for any reason during the term of this Agreement. Any refundable portion of the security deposit will be divided equally and issued as one check per Leaseholder listed on the Lease Agreement, unless alternative arrangements have been agreed upon in writing by all Leaseholders and the Landlord prior to move-out. Deposit dispositions and refunds will be mailed and are not available for pick up.

As per the ARLTA security deposit dispositions will include an itemized list of all deductions when applicable that itemized list per the law does not require Landlord or Agent to provide Resident with copies of vendor invoices, receipts, material costs, pre/post photos or videos. All parties agree that any and all questions regarding security deposit deductions will be conducted by all parties solely in writing to eliminate confusion and provide clarity.

MOVE OUT INSPECTION: Resident is entitled and may request in writing prior to the move out to be present at the move out inspection.

Resident understands this is not the time to finish moving, do additional cleaning or repairs, the time for that is prior to surrendering possession. The move out inspection will not be scheduled prior to Resident fully surrendering possession of the premises and turning in keys. Resident understands move out inspections are completed during regular business hours and that due to the volume of inspections conducted by Landlord, inspectors may not be available on Residents schedule. Landlord will do their best to accommodate but does not guarantee inspection times.

REFUNDABLE SECURITY DEPOSIT AND NON-REFUNDABLE CHARGES

FLOORING CLEANING FEE: The floor cleaning fee is charged and collected to be utilized when the Resident moves out to clean the flooring. In the event the cost to clean the flooring exceeds this fee due to unexpected, beyond normal wear and tear; stains, grease, pet urine, heavy traffic areas, additional monies may be held from the security deposit to cover the additional cost. All invoices for work coordinated by Landlord or Agent of Landlord will be subject to a ten percent (10%) premium for the coordination of said work.

<<One-time Charges>>

PRO-RATED RENT:

<<Prorated Charges>>

TOTAL REQUIRED PAYMENTS: The refundable and non-refundable payments above must be paid separately, one for the Total Refundable Charges and one for the Total Non-Refundable charges (Pro-Rated Rent is a non-refundable charge), with certified funds in the form of Cashier's Checks or Money Orders.

1.12 UTILITIES

UTILITIES: : Resident agrees to arrange, be responsible for, maintain and pay when due all utilities, except those outlined below as paid by the Landlord.

Prior to occupancy the Resident must provide proof to the Landlord that the utilities have been turned on in Resident's name by providing the account numbers. Resident acknowledges if utilities are not transferred and proof not provided to Landlord prior to lease commencement, Landlord shall not deliver keys to the premises. Resident will be charged a \$50.00 charge per bill for utilities that have not been placed into the Resident's name as of the date the lease begins. Throughout the lease term if utilities are not maintained in the Resident's name, kept on and connected, it is considered a material breach of the Agreement and subject to a \$100.00 lease breach fee per day per occurrence until rectified and could result in the termination of this Agreement. Utilities shall remain on in Residents name until the end of the Lease Agreement.

At Premises where Landlord pays for utilities, excessive or wasteful usage is strictly prohibited including excessive yard watering, mining crypto currency or bitcoin and/or car washing.

Landlord shall not be responsible for damages resulting from the interruption or failure of any utility services provided to the Premises, including but not limited to power outages, or shut-offs for the purpose of repair.

*Flat fee utilities are utilities that service stays on in the Landlords name and the Resident pays a flat fee for usage due monthly with rent as rent.

Utility	Paid By Resident	Paid By Landlord	Flat Fee*
Electric	☐	☐	☐
Natural Gas	☐	☐	☐
or			
Propane	☐	☐	☐
Water	☐	☐	☐
Sewer	☐	☐	☐
Trash	☐	☐	☐
Cable/Satellite/Internet/Phone	☐	☐	☐

UTILITY COST ADJUSTMENT DURING LEASE TERM: Landlord shall have the right, upon thirty (30) days' notice to Resident, to increase the total rent due by an amount reasonably related to any increase in the cost of utilities for either electricity, water/sewer/trash, internet, and/or natural gas, if applicable and provided by Landlord. Landlord may use any formula for imposing a charge for utilities paid by Landlord and allowed by the law.

SATELLITE DISHES / INTERNET / PHONE / CABLE: If these services are desired by the Resident, then Resident agrees to arrange for, be responsible for and pay when due all services including; cable, phone, internet, television, etc. Cost of installation or modification required for services will be Resident's sole responsibility. Resident must obtain written permission from Landlord prior to installing any type of

service, cable, dish or antennae on the Premises. Restrictions may apply where the service, wiring, dish or antennae can be installed. Only pole mounted dishes or antennae are allowed. Dishes or antennae may not be installed on the roof, fascia or siding. If a Dish or antennae is installed by the Resident, at move out the Resident will be responsible for costs associated with removal and any repairs or paint to restore the property to the condition prior to the installation of the Dish at Residents sole expense.

1.13 PETS/ANIMALS

PETS: Including but not limited to animals, mammals (cats, dogs, ferrets, guinea pigs, rabbits, hamsters, mice, rats, etc.), fish, reptiles (snakes, turtles, lizards, etc.), birds or livestock (horses, cows, pigs, chickens, ducks, geese, goats, etc.).

Note: Assistive or Service animals are not considered "pets."

☐ **NO pets are allowed. Resident agrees not to keep or permit any pets including visiting pets on the Premises without prior written consent from Landlord. Failure to comply is a material breach of this agreement and may result in the immediate termination of this agreement and immediate right of possession by Landlord.**

☐ **Landlord hereby grants Resident permission to keep ONLY the following described pet(s) on the Premises:**

☐ **The following assisted/service/emotional support animal(s) have been verified and are allowed on the Premises:**

<<Pet Information>>

Resident will indemnify and hold harmless Landlord from any claims arising because of pet(s). Photo documentation is required for every pet. Unauthorized pets are not to be brought onto the Premises including visiting pets or pet sitting. Additional pets are also considered unauthorized. Unauthorized pets are a material breach of this Agreement and may result in immediate termination of this Agreement, Resident will be charged \$500.00 for any unauthorized pet per occurrence per pet plus an additional \$100.00 per day until rectified by removing the unauthorized pet from the Premises.

There is a \$200.00 charge for any pet occupancy changes for additional services rendered to be paid at the time of the lease addendum signing.

Pet Rent: A recurring monthly charge of \$50.00 for the first authorized pet and \$25.00 for each additional authorized pet will be due and payable as rent.

In the unfortunate event a pet passes away, Resident must get Landlord permission in writing prior to getting another pet. Pet rent for the deceased pet may be removed the following month with written notice and confirmation by Landlord, it will not be prorated.

If, at Landlord discretion, the approved pet(s) is a nuisance, Resident may be required to remove the pet(s). All Residents must comply with any and all municipality, City or County regulations/laws in relation to animals or pets.

ASSISTIVE or SERVICE ANIMAL(S): Resident has an assistive/service animal. Resident has provided proper documentation for this assistance/service animal. No deposit or pet rent is required or has been collected. Assistive or Service Animal may not be a nuisance or cause property damage and must be cleaned up after.

All animals, whether they be pets or assistive/service animals, must be licensed and in compliance with all City/Town or Municipal Ordinances and local laws as well as have all shots/vaccinations current. Proof of this must be provided prior to Resident moving in or the addition of the animal.

1.14 PETS/ANIMALS CONTINUED

Resident warrants that the animal(s) is/are housebroken and has no history of causing physical harm to persons or property, such as biting, scratching, chewing etc., and further warrants that the animal(s) has no vicious history or tendencies. Resident understands that some properties may have insurance that restricts certain breeds of animals and the animal may not be allowed to reside at the property.

Resident agrees to the following:

- The animal(s) will not cause any danger, damage, nuisance, noise, health hazard or soil the property, unit, common areas, walks or parking areas.
- Animal waste will be cleaned up on a daily basis. Pee Pads are not allowed.
- Animal(s) must not be tethered to trees, fence posts or other objects on the property which can create damage to the property and/or harm to the animal.
- Animal(s) must either be in a fenced yard or kenneled.
- DOGS: Barking will not be tolerated. This is considered a nuisance to others.
- CATS: All litter boxes must be placed on a hard surface and must be placed on a non-porous mat at least 6 inches larger than the size

of the litter box. Litter boxes may not be placed on carpet. They must be cleaned out several times a day. Proper disposal of cat litter must be done on a regular basis. Litter must be securely bagged. Do not put cat litter or animal feces down toilets or drains. Odors arising from cat urine or litter will be grounds for immediate termination of this agreement.

- BIRDS: Must be properly caged and set away from any blinds or objects that can be damaged. Seeds and droppings must be shielded or caught to prevent accumulation and/or damage to carpet or flooring.
- FISH: One aquarium is allowed up to 10 gallons in size. Aquariums must not leak and will be cleaned regularly to prevent foul water and/or odors. Landlord must approve, in writing, any aquarium over 10 gallons in size. Landlord reserves the right to not allow a larger aquarium.
- Resident must receive written permission prior to putting up any temporary type of fencing or kenneling needed to secure animal(s).
- Resident agrees that any animals(s) found in unsanitary or unsafe condition on property will be reported to Animal Control.

Resident agrees to crate/remove animals for any scheduled inspections and/or maintenance of the Premises. Failure to do so is considered a material breach of the Lease. Resident understands inspectors and maintenance need access to the entire premises and locking the pet in a room, garage or yard does not count as crating them.

RESIDENT ACCEPTS BEING RESPONSIBLE FOR PET DAMAGE: Resident agrees they are financially responsible for any damage caused by their pet or animals(s) to the property, yard or common areas. Resident agrees to pay all costs associated to replace all carpet/flooring/subfloor or any repairs necessary to eliminate any pet or urine odors or damages caused by their animal(s) regardless of age or condition. This clause is a major material consideration for Landlord agreeing to allow the pet on the premises.

By initialing below, you acknowledge and agree to the terms in Section 1.

By initialing below, you acknowledge and agree to the terms in Section 1.

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2. Responsibilities

2.1 ACCEPTANCE OF THE PREMISES

ACCEPTANCE OF THE PREMISES:

Resident acknowledges they are renting the property in its "as is" cosmetic condition and they have had the opportunity to view and inspect or have waived the opportunity to view and inspect the Premises and have completed any and all research, inspections or investigations of material importance to them and are satisfied renting the Premises in its current condition. Resident has the opportunity to document the cosmetic condition of the premises in writing on the provided move-in property condition report. Landlord and Resident have made no verbal promises to modify the current cosmetic condition.

- ☐ Viewed
- ☐ 3rd Party Viewed on Behalf of Resident
- ☐ Waived Opportunity to View

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2.2 RESIDENT RESPONSIBILITIES

HOME OWNER ASSOCIATION (HOA): The Premises is located within a HOA or community association(s):

- ☐ Yes
- ☐ No

Resident acknowledges receipt of Covenants, Conditions and Restrictions and/or Rules and Regulations and agrees to abide by them including paying any fines incurred for any infractions caused by the Resident. Resident failure to abide by HOA rules and or pay HOA fines is considered a material breach of this Agreement and subject to a \$100.00 lease breach fee per occurrence plus the cost of the fine collectible as rent. In the event Resident disagrees with an HOA fine Resident understands that the HOA is a third party and they will need to take

that dispute up directly with the HOA not with Landlord or Agent of Landlord. Any such dispute may not interfere with the paying of the fine and breach fee.

ASSOCIATION DUES: If applicable, Homeowners’ Association dues shall be paid by the Landlord. Resident is responsible for paying any resident registration fee to the HOA.

MAINTENANCE RESPONSIBILITY: The following shall be the responsibility of the party indicated:

Resident	Landlord	HOA Maintenance Item
☐	☐	☐ Interior Pest Control
☐	☐	☐ Exterior Pest Control
☐	☐	☐ Front Yard Maintenance - including municipal right of way (where applicable).
☐	☐	☐ Rear/Side Yard Maintenance– including alley utility easement (where applicable).
☐	☐	☐ Exterior of Premises (sidewalks, driveways, patios, porches, decks, screens, windows, sheds and outbuildings).
☐	☐	☐ Replacement of light bulbs.
☐	☐	☐ Replacement of batteries in; smoke detectors, CO detector, remotes, blinds, thermostats, switches, awnings, etc.
☐	☐	☐ Replacement of HVAC filter at a minimum of every 30 days or as needed.
☐	☐	☐ Snow removal and de-icing including right of way (where applicable).
☐	☐	☐ Replacement of refrigerator water filters (where applicable).
☐	☐	☐ Replacement of potassium/salt for water softeners (where applicable).
☐	☐	☐ Replacement of reverse osmosis filters (where applicable).
☐	☐	☐ Replacement of whole-house water filters (where applicable).

YARD MAINTENANCE: Yard maintenance includes maintaining all exterior areas of the Premises including; easements or alleys and right of ways, landscaping, driveways. It includes and is not limited to removing cobwebs from the exterior of buildings, cutting the grass, trimming bushes, roses, hedges, pulling weeds, keeping rock areas free of weeds, picking up litter, leaves, sticks and debris, watering and maintaining the health of the plants and landscaping, maintaining weed barriers, cloth and rock areas, etc. Resident will be responsible for the cost of replacing any landscaping that has died due to their failure to water or report an issue.

BATTERIES: Resident is responsible for the maintenance and replacement of batteries in all battery-operated devices within the Premises. This includes, but is not limited to, smoke detectors, carbon monoxide detectors, thermostats, wireless light switches, and battery-operated blinds or awnings. Resident shall promptly replace batteries as needed to ensure proper and safe operation of these devices. Failure to do so may result in charges for service calls or damages resulting from non-functioning equipment.

HVAC FILTER: Resident agrees to replace HVAC filters or clean mini split filters at a minimum of every 30 days or as frequently as conditions require. Resident agrees to write the date on the filter when they change it. If the HVAC filter is not clean and dated at the time of maintenance or inspection, or resident needs assistance with changing the filter, the inspector will change the filter at the resident's expense. The filter change fee is \$50 per filter and will be added to the Residents ledger due and payable with the next month's rent as rent.

MOISTURE ACCUMULATION: Resident(s) shall remove any visible moisture accumulation in the premise, mop up spills, overflows or leaks and thoroughly dry the affected area immediately after occurrence. Resident shall use ventilation, windows and or exhaust fans in kitchen/bathroom/laundry when necessary. Keep humidity and moisture at reasonable levels. Keep all windows and exterior doors closed during periods of inclement weather.

MILDEW & MOLD: If Resident believes there is an issue and requests a mold test, the company used will need to have appropriate licensing and a Mold Testing Certification. A self-test is not acceptable. The requesting party will pay upfront for the test. The ultimate financial responsible party for the cost of the testing will be determined by the result of the testing. If the test comes back without issues or negative the Resident will be responsible for the cost. If the test result comes back with mold remediation required, then the cost of the test and the necessary remediation will be at the Landlord's expense (unless the condition was caused by the resident or the residents failure to report). The Landlord will reimburse the Resident immediately for the testing if the cost is deemed the Landlords responsibility.

SNOW REMOVAL: Where applicable, any snow removal and/or de-icing is done as a courtesy and Residents should use caution during inclement weather and are responsible for any damage or personal claims attributed to weather conditions.

In multifamily housing Landlord will arraign for snow plowing and clearing snow and ice from common driveways, parking lots and walkways ways in accordance with local ordinances. Residents are responsible for clearing snow and deicing from private sidewalks, stairwells, decks and patios. A private walkway or stairwell is considered any area that leaves a common area for the purpose to access solely that premises, unit or portion of the property.

In single family, duplex or premises without common areas the Resident is responsible for clearing all snow and deicing including easements and right of ways in accordance with local ordinances.

WINTER/COLD WEATHER: Resident agrees to set heat at minimum of fifty-five (55) degrees Fahrenheit during the winter. Resident is responsible for maintaining the heat source during cold weather. Any damage resulting from Resident not maintaining heat source will be Resident's responsibility. Resident is responsible for un-hooking all hoses from outside hose spigots and faucets during freezing weather. Damage done by freezing pipes or hose bibs due to Resident's negligence and/or failure to disconnect a hose will be Resident's financial responsibility. Residents living within a municipality that has a right of way including sidewalks are required to clear and maintain those sidewalks as per the rules of the municipality.

GENERAL UPKEEP OF THE PREMISES: Resident shall maintain the Premises in a clean, neat, safe and undamaged condition. Resident shall; dispose of all trash, ashes, rubbish, garbage and other waste immediately in appropriate containers. Resident shall keep and use all plumbing, electrical, sanitary, heating, air conditioning, appliances, elevators and other facilities in a clean and reasonable manner.

Landlord shall be the sole judge of what is acceptable condition and conduct, including but not limited

to cleanliness, sounds, smells and parking.

LANDLORD MAINTENANCE RESPONSIBILITY: Landlord agrees to maintain the Premises as provided in the ARLTA and shall comply with the requirements of applicable building codes, homeowners' association or other rules and regulations and make all repairs necessary to keep the Premises in a fit and habitable condition.

LANDLORD SEASONAL MAINTENANCE: Resident understands, acknowledges and agrees that Landlord or Landlords vendor will periodically request access to the Premises to perform seasonal maintenance items and ensure the maintenance of the property (i.e. cleaning gutters, flushing hot water heaters, servicing AC or furnace units, cleaning and inspecting fireplaces, winterizing and de-winterizing systems like irrigation or evaporative coolers, etc.).

Landlord will try to accommodate Residents schedule as a courtesy. In the event Resident's schedule cannot be accommodated Landlord will provide Resident with two (2) day notice to access the property as per ARLTA. In the event that Resident misses a scheduled appointment with a vendor Resident shall pay a \$100 lease breach fee and will be further responsible for any trip charge or fee billed by the vendor. Interfering with or not allowing Landlord to maintain the Premises or cooperating with Landlord and vendors of the Landlord is deemed a material noncompliance of this Agreement and could result in the immediate termination of this Agreement and immediate right of possession by Landlord. In the event Resident insists on being present during work being performed Resident understands they will not be financially compensated.

LANDLORD REPAIR OPTIONS: In the event a system or appliance fails at the sole option of the Landlord a comparable system or appliance may be installed without compensation, credit or a reduction in rents provided to the Resident (i.e. if a hot water heater fails the Landlord may elect to install an on demand system, or if an old central AC condenser fails the Landlord may elect to install a PTAC or mini split cooling system, etc.).

RESIDENT MAINTENANCE RESPONSIBILITY: Resident shall comply with applicable provisions of this lease, building codes, homeowner's association or other rules and regulations. Resident shall 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.

RESIDENT MAINTENANCE REQUESTS: Maintenance requests can be made to the Landlord online via the Resident portal, by phone or email. Although Landlord will try to accommodate Resident's schedule, Resident is hereby advised that by submitting a maintenance request permission is automatically given for Landlord and Landlord's vendors to enter the Premises and make necessary repairs. In the event Resident insists on being present during work being performed Resident understands they will not be financially compensated for doing so.

RESIDENT REPORTING: Resident shall immediately notify Landlord of any situation or occurrence that requires the Landlord to provide maintenance, make repairs, or otherwise requires the Landlord to take action as required by the ARLTA. This includes but not limited to any moisture conditions from any source, leaks, evidence of mildew/mold, any inoperative mechanical, plumbing, electrical system or component thereof.

RESIDENT FAILURE TO MAINTAIN OR REPORT: If Resident fails to perform any maintenance obligation as outlined in this Lease, and such failure continues for ten (10) days after written notice from Landlord, Landlord may, but shall not be obligated to, send a Vendor to perform such obligation and Resident shall pay Landlord the cost of such performance plus ten percent (10%) as well as a Breach of Lease fee of \$100.00. In the event that a Vendor is dispatched to perform said obligation,

that Vendors service fee will be billed to the Resident regardless if Resident decides to do the work themselves between the time of dispatch and the time the Vendor arrives at the Premises.

Any damage resulting from the Resident's failure to maintain, delay, failure or negligence in reporting, not allowing or interfering with the completion of maintenance may result in damages being charged to the Resident and is deemed a material irreparable breach of this Agreement and could result in the immediate termination of this agreement and grounds for Landlords immediate right of possession.

In this event the Resident will reimburse Landlord before the next periodic rental due date for loss, damage, cost of repairs or service plus a 10% premium for supervising maintenance which is caused anywhere in the rental unit or complex by Resident or Resident's family, occupants, guests or invitees. Landlord may at sole discretion require payment in advance for repairs for which Resident is liable. Any delay in Landlord's demand for payment is not a waiver of payment.

MAINTENANCE DEEMED RESIDENT CAUSED: In the event maintenance, emergency maintenance or any type of work or repair is deemed to be caused by the Resident or due to Residents failure to maintain, report, neglect or incorrect operation Landlord may make necessary repairs and charge the Resident, the bill will include an additional 10% premium for oversight of maintenance. This includes but is not limited to clogged drains, failure to change batteries or air filters, freezing up ac condensers, jammed garbage disposals, pest control, leak remediation, etc.

RESIDENT MISSED MAINTENANCE APPOINTMENT: In the event Resident schedules and misses any appointment with a vendor Resident shall pay a \$100 breach fee and will be further responsible for any trip charge or fee billed by the vendor collectible as Rent. This includes a vendor being unable to access the property due to pets that are not crated or only minors being present. Resident acknowledges that a vendor will not enter the property with only minors present or uncrated pets. Resident will plan accordingly.

MULTIFAMILY HOUSING: Residents may not store, keep or put personal property in the common areas including but not limited to unit entries, carports, patios, decks, sidewalks, laundry room, the side of the building or on the porch. Residents shall not place personal effects, lights, laundry, flags or signs hung within the view of neighboring units, in windows, over fences, on patios, on decks or over walls. Any violation of the above will be requested to be removed. If not removed per the timeframe in the request all items will be hauled off and disposed of at Resident's expense plus a 10% premium.

Residents are not allowed to keep, store or use a BBQ or Grill regardless of gas or charcoal on a deck, porch or under any roofline in a multifamily complex.

Trash is to be disposed of in proper receptacles. If an item does not fit in the dumpster it must be hauled by Resident to the landfill not piled at the dumpster. If Resident fills the dumpster at move out or any other time during tenancy, Resident will be charged the cost of an extra trash collection plus a \$100 lease breach fee.

EMERGENCIES: In case of an after-hours emergency, Resident is required to call the after-hours emergency phone number (928-770-5590) immediately.

Resident may also submit a work order request thru the online portal but acknowledge the online portal is not always monitored and as such not acceptable to report an emergency.

In the event of a leak, flood or sewer backup Resident must mitigate the emergency by shutting off the water and/or stopping the use of water immediately to mitigate the damage. Emergencies grant Landlord immediate access to the Premises. If Resident is unavailable, access may be gained using a key. Emergencies include Freeze, Fire and Flood. **AC not working is not considered an emergency.**

Resident will be charged the overtime charge for any emergency call that turns out to be a non-emergency call, if the vendor is sent to the premises and determines an emergency did not exist or was caused by resident.

SECURITY: Resident hereby agrees and acknowledges that Landlord shall not provide and shall have no duty to provide any security services to Resident or the community. Resident shall look solely to the public police force for security protection. Resident agrees and acknowledges that protection against criminal action is not within the power of Landlord. Landlord shall not be liable for failure to provide adequate security services or for criminal or wrongful actions by others against Resident, Resident's relatives or Resident's guests, subject to Arizona law. Resident agrees not to alter or damage any security or emergency devices including but not limited to smoke alarms, sprinkler systems, fire alarms, pool safety latches/gates/equipment, or fire extinguishers.

LOCK OUT: In the event Resident locks themselves out of the Premises during business hours, Resident may contact Landlord and come

to the office, provide collateral and sign out a key. Resident may then gain entry and return the key and collect the collateral the same day. Keys will only be given to a person identified in this Agreement with valid identification.

In the event Resident locks themselves out outside of business hours, Resident will need to call a locksmith. Any and all charges will be Resident's responsibility. Resident will provide Landlord with 3 copies of the new key within 48 hours of changing locks. Failure to do so will be considered a material breach of this Agreement. In the event the Resident does not provide a key, then Landlord may hire a locksmith to rekey and charge Resident the cost plus the 10% premium. Resident must make sure the the locksmith does not modify the type of locks the Landlord has on the property or the Resident may incur additional expense to return the equipment to its previous state (ie: Kwikset Smartkey locks).

SEWER / SEPTIC: Resident acknowledges that Landlord only guarantees drains for 10-days after the Agreement start date. Time-frame begins whether Resident has moved into the Premises or not. Any blockage or stoppage that occurs after 10-day period will be deemed Resident's financial responsibility unless it is the result of mechanical failure. Resident is not to flush anything other than toilet paper, including but not limited to, grease, hygiene products or flushable wipes. Any stoppages as a result of Resident negligence will be charged to Resident and is Resident's financial responsibility. Any stoppages and resulting charges due to root intrusion or system failure will be Landlord responsibility.

WATER LEAK: Resident acknowledges they are responsible to locate the water shut-off valve(s) and acknowledges being instructed that in the event of a water leak they need to find the shutoff valve for the appliance or Premises and close it immediately, clean up the water and then contact the Landlord immediately. If Resident fails to shut off and clean up the water in the event of a leak, Resident will be held responsible for further damage to the Premises.

GAS EMERGENCIES: Resident has been advised if Resident smells gas, suspects a leak or has a gas leak. Leave the Premises immediately. Then immediately call the gas company or 911 to report the leak. Then contact the Landlord.

CARBON MONOXIDE DETECTOR: If the carbon monoxide detector sounds the alarm Resident has been advised to leave the Premises and call 911 immediately. Then contact the Landlord.

ALTERATIONS AND IMPROVEMENTS: Resident shall not make any alterations, additions, or improvements to the Premises without the prior written consent of the Landlord. This includes, but is not limited to: moving or replacing appliances; painting; wallpapering; installing or changing fixtures such as shelves, light fixtures, ceiling fans, fences, decks, temporary walls or partitions; adding or modifying any locking mechanisms; installing cameras, video doorbells, or any other monitoring or surveillance devices, making any change to the property.

Resident shall not install, modify, or cause to be installed any interior locking mechanisms, deadbolts, latches, chains, bars, or similar devices on any exterior or interior doors that could restrict access by Landlord, maintenance personnel, or emergency responders. This includes, but is not limited to, devices installed on the interior side of entry doors that are not part of the original door hardware provided by Landlord. Such modifications are strictly prohibited in order to ensure lawful entry for inspections, routine maintenance, emergency response, or any other access permitted under Arizona law and the terms of this Lease. Any unauthorized locking devices discovered will be subject to immediate removal at Resident's expense, and Resident may be held liable for any repairs necessary to return the Premises to its original move in condition, including an additional 10% administrative fee. Violation of this clause shall be deemed a material breach of the Agreement.

Resident acknowledges and agrees that any unauthorized alterations, improvements, or modifications may result in liability for all costs incurred to restore the Premises to its original move-in condition, plus an additional 10% administrative fee. Resident shall also be liable for any damage caused by such unauthorized work.

STICKERS/ADHESIVE: No stickers or adhesives are to be put on walls, ceilings, cabinets, windows, mirrors, doors or any other surface in the Premises.

CABINETS: Resident shall not install or modify the cabinet in any way including but not limited to: nails, screws, cup hooks, baby /child proofing or latches, paper towel holders, chalkboard paint, etc.

TV MOUNTS: Resident shall not install television mounts without written permission. Resident shall never install a TV mount or put any holes in any fireplace facade, tile, rock, etc.

WINDOW COVERINGS: Any and all window coverings must be approved by Landlord prior to installation. Aluminum foil, cardboard and tapestries are not permitted on any windows.

BARBEQUES: Barbeques or charcoal grills are not to be placed or used on any deck or under covered patio or near exterior walls of Premises. All grills/BBQ's may be prohibited at times due to homeowner's association rules, insurance restrictions, fire restrictions or local ordinances.

FIRE PITS: Resident shall not install, construct or otherwise place a fire pit on Premises. If Premises comes with a built-in fire pit, Resident is responsible for adhering to all local, state and national fire restrictions. Resident agrees to hold harmless Landlord and Agent and accepts all liability in use of the fire pit.

SHEDS / STORAGE SPACES / CRAWLSPACES / ATTICS: Resident understands Landlord is not responsible for and holds Landlord harmless for, any damage to Residents personal property as a result of storing possessions in sheds, storage units, crawlspaces or attics.

PATIOS / DECKS: Resident understands only outdoor patio furniture is permitted on any porch, deck, patio or anywhere outside on the

Premises. Patio furniture may not hinder ingress or egress to the Premises.

PEST CONTROL: Resident acknowledges that Landlord only guarantees pest control for 5 days after the Agreement start date. Time-frame begins whether Resident has moved into the Premises or not. If not reported in writing, it is agreed that the premises have no infestations of any kind. Any future infestations of any kind shall be Residents financial responsibility. Residents are required to report any suspected or known termites to Landlord in writing. Resident is not responsible for termite control. Landlord assumes no responsibility for the control of pests including but not limited to roaches, mice, rats, ants or bees.

BEDBUGS: Residents shall not knowingly move furniture or materials into dwelling unit that are infested with bedbugs. If a Resident brings bed bugs to the Premises knowingly or unknowingly the subsequent costs will be the Resident's financial obligation. If the Resident suspects or discovers they have bedbugs Resident will immediately notify Landlord in writing. Bed bug educational material is provided.

SWIMMING POOL/WATER FEATURE BARRIER REGULATIONS: If this residence has a pool or other water feature, the resident agrees that there will be no lifeguard supplied and all Residents/occupants/guests use this feature at their own risk. Resident is responsible for ensuring that any protective barriers that are required by any governmental entity due to the makeup of the occupants of the home are in place and at their expense to the maximum extent permitted by law.

TRAMPOLINES/TREEHOUSES/POOLS/SPAS/HOT TUBS/ICEBATHS/SAUNAS: Installation, storage or use of recreational equipment or structures, including but not limited to trampolines, tree houses, pools, inflatable pools, play pools, spas, hot tubs, ice baths, swing sets, climbing walls, bounce houses, playgrounds, slacklines, saunas or similar recreational items of any type are not permitted on Premises and are a material breach of this Agreement and may result in termination of this Agreement, Resident will be charged \$500.00 for any of these items being on the premises per occurrence plus an additional \$100.00 per day until rectified by removing them from the Premises.

FIREPLACES: Fireplaces, wood stoves, pellet stoves, gas inserts, etc. must be used in accordance with manufacturer's specifications, including operating with the flue open. They must be cleaned out periodically and ashes disposed of properly. Use of a gas fireplace as a wood-burning fireplace is not permitted. Damage caused from Residents improper use of fireplace will be charged to the Resident. Upon move in the pilot light is on and lit. In the event Resident turns off the gas or pilot light, Resident will be responsible for any cost associated with relighting the pilot light.

VEHICLES/TRAILERS/BOATS/ATVS/QUADS/MOTORHOMES/ETC: All vehicles must be authorized by Landlord, maintained in an operational condition and be currently registered and licensed. Inoperable/unlicensed vehicles will be tagged and vehicles may be towed at Resident's expense. Recreational vehicles, boats, motor homes, quads, ATVs and/or any trailers must be authorized in writing to be stored on the Premises by Landlord prior to coming onto the property. Automotive repair or mechanical work of any kind, including oil changes, engine repair, or fluid changes is strictly prohibited. Any leaks/spills must be cleaned up immediately. Damage resulting from any leaks or spills will be Residents financial responsibility to repair or return Premises to original condition. Vehicles that have a known leak may not be kept on the Premises. Any unauthorized vehicle/trailer/etc. is considered a material breach of the lease and the Resident may be charged a lease breach fee of \$100.00 per day until removed. The following vehicles are authorized to be on the Premises:

<<Vehicle Information>>

PARKING: Where applicable Resident(s) must park vehicle(s) in assigned spaces or acceptable spaces. Parking on landscaping or landscape rock is not permitted and is considered a material breach of the lease and the Resident may be charged a lease breach fee of \$100.00 per day per incident until rectified. Resident will be responsible for any damages caused by parking on the landscaping.

HOBBY OR CRAFT RESTRICTIONS:

Use of the Premises for hobbies, crafts, or personal projects that create noise, odors, fire hazards, or hazardous conditions is strictly prohibited. This includes, but is not limited to; welding, metal working, blacksmithing, pottery kilns, soap making involving lye or open flames, rock tumbling, auto or engine work, chemical processing, use of heat-generating equipment such as kilns, crypto mining, forges or any other use involving heat sources, volatile chemicals, or loud mechanical equipment.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3. General Clauses

3.1 CLAUSES AND BREACHES

RESIDENT LIABILITY/RENTER'S INSURANCE: Resident assumes all liability for personal injury, property damage or loss, and insurable risks. Landlord requires that Resident obtain and keep renter's insurance in full force and effect during the full term of this Agreement. Failure to do so is a material breach of the Lease. Resident is aware that Landlord's property insurance does not cover Resident, Resident's personal property or displacement.

FIRE or CAUSUALTY: In the unfortunate event that Resident is displaced due to casualty, including but not limited to fire or flood. If Resident utilizes their renter's insurance, Resident will be solely responsible for paying their deductible without reimbursement or compensation from Landlord.

Renters insurance is required with a minimum of \$300,000 liability coverage. Resident will provide Landlord with a copy of the insurance policy declaration page prior to receiving keys and moving in.

X _____
Initial Here

3.2 CLAUSES AND BREACHES

CHANGES or MODIFICATIONS: Any change to this Lease Agreement must be done via written addendum and signed by all parties. Lease Addendums for changes are subject to a \$200 lease change fee due at the time of the Lease Addendum execution. Resident(s) understand time is of the essence any addendum may be rescinded, at any time, prior to execution by all parties and delivery. Failure to execute may result in any prior approval being canceled.

BREACH: In the event of a breach of any terms of this Agreement, the non-breaching party may proceed against the breaching party in any claim or remedy that the non-breaching party may have per the law.

BREACH FEE: : Landlord may charge Resident a \$100.00 breach fee for any notices sent to Resident for breach of any of the terms of this Agreement per occurrence. Including but not limited to 5-day and 10-day notices.

A \$500 breach fee will be assessed against the residents per occurrence for any citation received from the City, Municipality, Government Agency or Police regarding excessive noise or parties.

ALTERNATE FEE AGREEMENT:

If any property-specific fees, fines, or charges are listed separately in the "Additional Clauses" section of this agreement or on any addenda to this Agreement, the higher fees shall supersede the standard fees listed.

By signing this Lease, all parties acknowledge and agree to the specific fees applicable to the property and accept those terms as binding and enforceable.

X _____
Initial Here

3.3 CLAUSES AND BREACHES

SMOKING: Due to the increased risk of fire, increased maintenance costs, and the possible health effects of secondhand smoke, Landlord is adopting the following non-smoking policy which covers all or part of the Premises (defined below). Smoking is never allowed inside any of the buildings on the Premises including any outbuildings, sheds or garages.

☐ The Premises is a non-smoking property. Smoking or vaping is not allowed anywhere inside or outside on the entire Premises.

☐ Smoking or vaping is allowed outside of all buildings in designated areas only, if there is not a designated area then at a minimum of 10 feet from all doors or windows.

DEFINITION OF SMOKING: The term "smoking" means smoking or vaping, inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, vape, other tobacco product or similar product in ANY manner or in any form including but not limited to nicotine, vape, marijuana and incense.

NON-SMOKING or NON-VAPING PREMISES: Resident agrees and acknowledges that the Premises have been designated as nonsmoking and non-vaping. Resident agrees that he/she will not smoke or vape on the Premises and will not permit any guests or visitors of Resident to do so. Resident agrees to inform all of his/her guests or visitors of the policy and to require any guest or visitor who violates the policy to leave. Resident is responsible for the actions of his/her guests and visitors.

LANDLORD NOT A GUARANTOR OF SMOKE-FREE ENVIRONMENT: Resident acknowledges that Landlord's adoption of a no smoking policy, and the efforts to designate all or some of the Premises as non-smoking, does not make Landlord or any of its agents the guarantor of Resident's health or of the smoke-free condition. However, Landlord will take reasonable steps to enforce the non-smoking policy. Landlord is not required to take steps in response to smoking unless Landlord has actual knowledge of the smoking and the identity

of the responsible Resident.

LANDLORD DISCLAIMER: Resident acknowledges that Landlord's adoption of a non-smoking living environment, and the efforts to designate all or portions of the Premises as non-smoking, does not in any way change the standard care that Landlord has under applicable law to render the Premise any safer, more habitable or improved in terms of air quality standards than any other rental Premises. Landlord specifically disclaims any implied or express warranties that the Property will have any higher or improved air quality standard than any other rental property. Landlord cannot and does not warranty or promise that the Property will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor or enforce this is dependent in significant part on voluntary compliance by Residents and Residents' guests. Residents with respiratory ailments, allergies or other conditions relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this term than any other Landlord obligation under the Rental Agreement.

EFFECT ON CURRENT TENANT: Resident acknowledges that current Residents residing in a multifamily property under leases/rental agreements signed prior to adoption of this non-smoking policy may not be immediately subject to this non-smoking policy. As current Residents move out the non-smoking policy will become effective for those units.

EFFECT OF BREACH FOR SMOKING OR VAPING: Any breach of the non-smoking provision is considered a irreparable and material breach of this agreement and could result in the immediate termination of this agreement. In addition Resident will be charged \$3,500.00 plus any costs and fees required to remove smoke, odor or damage including but not limited to cleaning, re-painting, carpet replacement, etc. Landlord shall be sole judge of acceptable conduct, including but not limited to sounds, smells, parking, and any exterior lighting.

MARIJUANA: Despite state law that may authorize limited possession or use of Marijuana (recreational or medical) in specific and limited circumstances, the federal Controlled Substance Act categorizes marijuana as a Schedule 1 Substance and the possession of marijuana is a federal criminal offence, 21 U.S.C & 801, et seq. The possession of marijuana, even for medical purposes, may expose the Landlord to liability and interfere with the health, safety, welfare and right to peaceful enjoyment of others. As such, Landlord, hereby informs and reminds the Resident and all Residents guests that they agree to the Crime Free provision of this Agreement and pursuant to that provision and supporting federal laws, any possession or use of marijuana in any form (medical or otherwise) by the Resident, their family, invitees or guests will result in the immediate cancellation of this Agreement and immediate surrender of possession of the premises by the Resident to the Landlord. The smoking breach is applicable for marijuana.

3.4 ACCESS

ACCESS: Resident shall not withhold consent to Landlord or Landlord's representative(s), to enter into the Premises to inspect, make necessary or agreed to repairs, make alterations or improvements; supply necessary or agreed to services; or exhibit the Premises to prospective or actual purchasers, mortgagees, inspectors, vendors, tenants, workmen or contractors. Landlord may enter the Premises without consent of the Resident in case of emergency. Landlord shall not abuse the right to access or use it to harass the Resident. Except in case of emergency, Residents request for repairs, or it is impracticable to do so, Landlord shall give the Resident at least two-day notice of intent to access the Premises. If Resident denies access to Premises, Landlord may charge the Resident a \$100.00 breach fee per occurrence.

RIGHT OF ENTRY FOR PERIODIC INTERIOR INSPECTIONS: Resident acknowledges that Landlord will conduct periodic interior inspections of the property while they live there. Residents can expect at least two inspections per lease year. Landlord will provide Residents with appropriate legal notice for access. Due to the volume of inspections conducted by the Landlord, Resident understands inspections will not be scheduled at their convenience. Residents do not need to be present for the inspection. If Resident is not home Landlord will gain entry using a key. Residents will not be compensated financially or in any way should they choose to attend the inspection. If Resident denies access to Premises, if only unaccompanied minor children are present, if pets are not crated or if Landlord is unable to gain entry, Landlord may charge the Resident a \$100.00 lease breach fee and the inspection will be rescheduled. Inspections will include, looking at the property on the interior and exterior (including opening cabinets and doors) for maintenance issues and lease compliance, taking photos and taking video. The inspection report will be shared with the Landlord. The inspection report will not be shared with the Resident. Residents who are not caring for the property or who are found to be violating the lease will receive notice of the breach as per the ARLTA. Residents understand that the upkeep of the property and lease compliance may be a factor in the Landlord's decision to rent to them again. Residents understand that the inspector's decision regarding the inspection will not be discussed at the inspection. Failure to notice an issue such as property damage or cleanliness during an interior inspection in no way waives the Residents obligations under this lease.

3.5 NOTICES

NOTICE TO VACATE AT THE END OF LEASE TERM: Prior to the expiration of the Agreement, Resident must provide Landlord with a minimum thirty (30) day written notice of their intent to vacate the Premises. This must be done by all occupants on the Resident portal. Written notice to vacate will only be accepted if it includes: the address of the Premises, the signature of all Residents and the date Residents will vacate/ surrender the keys to the office and surrender possession of the Premises. Upon receiving notice to vacate, Resident acknowledges Landlord may; advertise the Premises for rent or sale, install a sign at the Premises, provide Resident with two (2) day notice to access the property to show potential buyers or future residents the Premises. Landlord has no obligation to compensate the Resident in any way, including financially for any inconvenience associated with showings.

NOTICE TO VACATE A MONTH TO MONTH TENANCY: The Landlord or Resident may terminate a month to month tenancy by delivering written notice to the other at least thirty (30) days prior to the periodic rental due date. A minimum thirty (30) day written notice is required. This must be done on the Resident portal. The tenancy will then terminate on the last day of the month following the month of receipt of the thirty (30) day written notice; tenancy will not terminate in the middle of the month. Written notice to vacate will only be accepted if it includes: the address of the Premises, the signature of all Residents and the date Residents will vacate/surrender the keys to the office and surrender possession of the Premises. Upon receiving notice to vacate, Resident acknowledges Landlord may;

advertise the Premises for rent or sale, install a sign at the Premises, provide Resident with two (2) day notice to access the property to show potential buyers or future Residents the Premises. Landlord has no obligation to compensate Resident in any way including financially for inconvenience associated with showings.

FAILURE TO DELIVER NOTICE: If 30-Day written Notice is not provided, Resident will be financially responsible for the Premises for the following month from when Notice is received.

3.6 VACATING

VACATING: Resident shall return all keys, including mailbox keys to Landlord by 4:00 p.m. on the vacating day. Garage door remotes and entry gate remotes are to be left on the counter at the property. For convenience Resident may secure the property and leave the keys on the counter at the property as long as they notify Landlord in writing that they have done so. There is a \$100.00 charge for not turning in keys on the vacating day. In addition, Resident will be held liable for any rent, utilities, damage or loss to the rental property until the keys have been returned. Rent is charged through the day keys are received by the Landlord, the end of lease term or the end of the 30-day Notice whichever is applicable. If requested in writing, Resident will be notified when the move out walk-through inspection will be scheduled.

LEASE PAYOUT CLAUSE: Paying the remaining rent due under the lease and returning possession of the unit (including keys) does not exempt the Resident(s) from the lease break process. Even if the full balance of rent is paid and the unit is vacated early, the Resident is still required to comply with all terms of the lease break policy, including payment of any applicable lease break fees.

LEASEBREAK: In the event the Resident decides to break their lease and vacate the Premises prior to the end of the lease term, a written notice to vacate specifying an exact move out date is required.

The Resident will be charged a lease-break fee equal to one month's full rent. This fee is due and payable when notice to break the lease and vacate is given. If Resident pays this fee online Resident must call Agent and let them know the fee has been paid. Landlord will not begin marketing the property for rent until this fee is paid.

Once paid in full Landlord will begin the lease break process and make the property available in approx. 14 business days from the exact move out date provided. Landlord requires a minimum of 14 business days to conduct the move out inspection and make any necessary repairs or improvements to the property, during which time the Resident is still responsible for all rent and utilities.

Resident will remain responsible to pay for rent per the original terms of the Lease until the premises has been re-rented and has become the financial responsibility of the new qualified resident or until the end of the Resident's lease term, whichever comes first.

If there is a decrease in the market value of rent and the Premises is re-rented at a lower monthly price to a new qualified tenant, Resident will be responsible to pay the difference in rent for the duration of their original lease.

Resident is responsible to keep the utilities on in their name and is responsible for all payments due for utilities per the original terms through the lease period or until property has become the financial responsibility of the new qualified Resident whichever comes first.

Resident will also be charged to re-key the property plus the 10% premium. Resident will be financially responsible to reimburse any financial incentives given by Landlord during tenancy. Resident will be responsible to maintain the property and yard in a clean and undamaged condition per the original terms of the Lease until the premises has been re-rented and has become the financial responsibility of the new resident or until the end of the Resident's lease term, whichever comes first.

Under no circumstances shall Resident use the Refundable Security Deposit for rent, utilities or the lease break fee.

VACATING WITH OCCUPANTS: If some of the Residents decide to leave and other Residents or Occupant(s) named on this Agreement want to continue with the terms of the Agreement, the remaining Residents or Occupant(s) must qualify to have the Agreement placed into their name(s). Qualification may require going through the application process again, applications are only valid for 90 days. If the remaining parties do not qualify, all parties must vacate when the Resident vacates. If more than 50% of the Occupants intend to vacate then all may be required to do so at Landlord's discretion. If an Occupant moves into the Resident position, they will become responsible for all terms and conditions outlined in this Agreement. All deposits will remain with the property. There is a \$200.00 charge for any occupancy changes to be paid at the time of the lease addendum signing.

HOLDOVER: Any holdover by Resident after notice to terminate has been given by Resident or Landlord without the permission of the Landlord may result in action for possession by the Landlord. If Resident willfully fails to vacate the Premises as provided for in this Agreement, Landlord shall be entitled to recover an amount equal to but no more than two (2) month's periodic rent or twice the actual damages sustained by the Landlord, whichever is greater, as provided in the Arizona Residential Landlord Tenant Act (ARLTA).

ABANDONMENT AND ABANDONED PROPERTY: Landlord shall not accept abandonment of the Premises as surrender and may enter the Premises for the purpose authorized in the Arizona Residential Landlord Tenant Act (ARLTA). There is a \$500 fee for abandoning the Premises in addition to all of the additional obligations under the lease- break section. Following abandonment of the property or termination of a tenancy, all personal property left on the Premises shall be deemed abandoned and Resident will be charged for removal, storage costs, or costs to sell the property and all other related expenses. If Landlord believes such charges will exceed the value of the property, Resident hereby authorizes the Landlord to dispose of said property in any manner the Landlord deems fit. Resident holds Landlord harmless for loss of said property.

By initialing below, you acknowledge and agree to the terms in Section 3.

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
Initial Here

4. Additional Provisions

4.1 LEAD-BASED PAINT DISCLOSURE

LEAD-BASED PAINT DISCLOSURE: If the Premises were built prior to 1978, the Landlord shall: (i) notify the Resident of any known leadbased paint ("LBP") or LBP hazards in the Premises; (ii) provide the Resident with any LBP risk assessments or inspections of the Premises in the Landlord's possession; (iii) provide the Resident with the Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "LBP Information"). The Premises were constructed prior to 1978 and Resident has received and executed the Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards, and has received any reports, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home."

- ☐ Premises were constructed prior to 1978
☐ Premises were constructed in 1978 or later

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4.2 OTHER

TRUSTEE'S SALE NOTICE: Resident shall notify Landlord immediately upon receipt of any notice of trustee's sale. Resident acknowledges that pursuant to law, Resident's rights under this Agreement may be terminated in the event of a trustee's sale. Resident has the right to seek professional advice regarding their rights during a foreclosure. Nonetheless, a Landlord's failure to pay the mortgage does not eliminate the Resident's obligation to pay rent.

SALE OF PROPERTY: Resident understands Landlord has the right to sell the property with the Resident in place. If Landlord should place the home on the market for sale, Resident agrees to cooperate fully with Landlord for the purpose of marketing, showings, inspections, appraisals, repairs as well as to keep the home in presentable condition without compensation or consideration. Resident is aware their contact information will be provided to Landlord's real estate agent to make arrangements for access to the property by a number of parties. If Resident denies access for entry for marketing, showings, inspections, appraisals, etc. denial will be considered a irreparable and material breach of the Lease and subject to \$100 breach fee per occurrence.

ATTORNEY FEES AND COSTS: The prevailing party in any dispute or claim between Resident and Landlord arising out of or relating to this Agreement shall be awarded all their reasonable attorney fees and costs. Costs shall include, without limitation, filing fees, service of process, expert witness fees, fees paid to investigators, and arbitration costs. Resident waives right to jury trial.

COLLECTIONS: Any debt remaining unpaid after final disposition of deposit is subject to collections. If debt is placed into collections any and all collection fees may be added to the balance which is the Resident's responsibility to pay. Information will be reported to Experian Rent Bureau and if put into collections will be reported as a negative account against your credit.

SERVICEMEMBERS' CIVIL RELIEF ACT: If Resident enters into military service or is a military service member and receives military orders 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 90 days or longer, Resident may terminate this Agreement by delivering written notice and a copy of Resident's official military orders to Landlord. In such case, this Agreement shall terminate 30 days after the next monthly rental payment is due. Military permission for base housing does not constitute a change of permanent station order.

COPIES AND COUNTERPART: A fully executed fax or emailed copy of this Agreement shall be treated as an original Agreement. This document may also be signed in any number of counterparts which shall become effective upon delivery of final signature. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.

TIME of ESSENCE: Time is of the essence in the performance of the obligations described herein.

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 Resident 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 Resident.

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. Resident agrees to execute any subordination agreements or other similar documents presented by Landlord within three (3) days of delivery.

EQUAL HOUSING OPPORTUNITY: Landlord, Brokers and Agent comply with federal, state, and local fair housing laws and regulations

CONSTRUCTION OF LANGUAGE: The language of this Lease Agreement shall be construed according to its fair meaning and not strictly for or against either party. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context.

ARIZONA LAW: This agreement shall be governed by Arizona Law and jurisdiction is exclusively conferred on the State of Arizona.

COURT MODIFICATION: If any provision of this Lease 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 Lease Agreement shall remain in full force and effect.

PERMISSION: Resident grants Landlord permission to advise the public of this Agreement and the price and terms herein.

DAYS: All days referenced in this Agreement shall be construed as calendar days and a day shall begin at 12:00 a.m. and end at 11:59 p.m.

NOTICES: All notices to Landlord shall be in writing and shall be delivered to Landlord at the address set forth herein. Notices to Resident may be sent by first class mail, registered mail or certified mail to the Premises, by email to any of the Resident's email addresses provided on the rental application or otherwise known to Landlord, posted at the front door of the Premises, or personally delivered to Resident. Such notices to Resident shall be deemed received on the date the notice is posted, delivered in person or emailed, or five (5) days after the date the notice is mailed by registered or certified mail.

CONSENT TO E-DELIVERY: Resident consents to Landlord delivering notices electronically via email. These may include but are not limited to notices to access the property to perform; maintenance, inspections, showings, etc. Resident acknowledges having access to internet, email and the ability to open .pdf files. Resident will update any spam blocking software to accept emails from Landlord. Resident understands that it is their responsibility to notify Landlord in the event their email changes and agrees to hold Landlord harmless should they fail to notify Landlord of a change in email address. Resident may change delivery preference methods at any time by contacting Landlord in writing.

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4.3 RULES AND LAW

RULES AND LAW: Resident has either received a copy of any rules, regulations, covenants, condition and restrictions, homeowners' association rules, ordinances, and laws ("Rules and Law") concerning the Premises, or has made an independent investigation of the applicability of any such Rules and Law to Residents use of the Premises. If the homeowners' association, state, county, municipal or other governmental bodies adopt new ordinances, rules or other legal provision affecting the Agreement, Landlord may make immediate amendments to bring this Agreement into compliance with the law. In such event, the Landlord agrees to give Resident notice that this Agreement has been amended and shall provide a brief description of the amendment and effective date.

COMPLIANCE WITH RULES AND LAW: Landlord and Resident agree to comply with the applicable Rules and Law concerning the Premises. Resident agrees to supervise other occupants, family, guests, invitees, or other persons under Resident's control to ensure their compliance with the Rules and Law and shall be responsible for any actions of the foregoing who violate this Lease Agreement or the applicable Rules and Law. Resident shall immediately notify Landlord upon receipt of any notice of violation and shall pay any fines or penalties assessed by any governing body as a result of Resident's noncompliance with Rules and Law.

CRIME FREE PROVISION: Resident, occupants, family, guests, invitees, or other persons under Resident's control shall not engage in or facilitate: (i) any acts involving imminent or actual serious property damage as defined by law; (ii) any criminal activity (state, federal or other municipality), including drug-related criminal activity, any act of violence or threats of violence, other illegal activity, including prostitution, criminal street gang activity, threatening or intimidating, unlawful discharge of firearms, or assault; (iii) jeopardize the health, safety and welfare of Residents, Landlord, Landlord's representatives, agents or others. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence. Resident hereby authorizes Landlord/Agent to use all police generated reports as direct evidence in all eviction hearings and trials for violation of this addendum.

VIOLATION OF THIS PROVISION SHALL CONSTITUTE A MATERIAL AND IRREPARABLE VIOLATION OF THIS LEASE AGREEMENT AND CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY AND IMMEDIATE RIGHT OF POSSESSION BY LANDLORD.

Resident acknowledges that if the lease is terminated, Resident will still be liable for this Agreement under the lease break provision.

NONDISCLOSURE AND DISPARAGEMENT: Landlord, Agent for Landlord, Resident, Guarantors and Occupants mutually agree, that as additional consideration, specifically the mutuality of this clause, each is prohibited from disclosing or making disparaging remarks/statements or publications regarding the other to any third party, internet, web-based, cloud based, or review type publication effective the date of this agreement, other than requests for reference by future Landlords. This provision relates to remarks/statements/publications/opinions/evaluations or any other thought process reduced to writing regarding: (1) this Agreement; (2) any parties' performance under this Agreement; (3) the lease Agreement to which this provision is an addendum to; (4) any duty or obligation or action of or by Landlord or Agent of Landlord that relates to or touches upon management of this property. If any dispute arises regarding whether any remark, statement or publication is disparaging, the parties agree that for purposes of this provision, expressly including the enforcement of this provision detailed below, that any remark, statement, or publication shall be irrefutably deemed disparaging if: (1) the other party requests, in writing, that the writing/publishing party remove the remark and/or publication; and (2) the remark and/or publication is not removed within 72 hours of said requests. Landlord, Agent of Landlord and Resident or Occupants mutually agree that damages for failure to comply with this provision shall be liquidated at \$300.00 per day for each remark/statement/representation that is not removed within 72 hours of request to remove said remark/statement/representation. This clause does not apply to a Resident, Guarantors and Occupants request for a rental reference to a future landlord.

INDEMNITY AND RELEASE: THE PARTIES TO THIS LEASE INCLUDING TENANT(S), RESIDENT(S), GUARANTOR(S) AND OCCUPANT(S) AGREE TO INDEMNIFY AND HOLD HARMLESS LANDLORDS, BROKERS, AGENTS FOR LANDLORDS, PROPERTY MANAGERS, AND ANY OF THEIR RESPECTIVE 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 THE RESIDENT(S) AND OCCUPANT(S) AND RESIDENT'S FAMILY, GUESTS, INVITEES, AGENTS, PETS OR OTHERS UNDER THEIR CONTROL.

ENTIRE AGREEMENT: This Lease Agreement, and any addenda and attachments, shall constitute the entire agreement between Landlord and Resident, shall supersede any other written or oral agreements between Landlord and Resident and can be modified only by a writing signed by Landlord and Resident. The failure to initial any page of this Lease Agreement shall not affect the validity or terms of this Lease Agreement.

4.4 ADDITIONAL CLAUSES IN LEASE

Additional Clauses In Lease

By initialing below, you acknowledge and agree to the terms in Section 4.

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Initial Here

5. Sign and Accept

5.1 TENANT ACKNOWLEDGEMENT

All service of process, notices, demands, and communications to Landlord are to be sent to the following on behalf of the Landlord:

Rent Right Management Solutions, LLC

302 W. Willis Street, Suite 100, Prescott, AZ 86301

Phone: 928-771-0308 or RentRightInfo@gmail.com

RESIDENT ACKNOWLEDGEMENT: By signing below, Resident acknowledges, understands and agrees to all of the terms and conditions of this Agreement, and acknowledges receiving a copy of all pages of this Agreement, the Resident Handbook and all attached and incorporated Addenda.

X

Lessee

Date Signed

X

Lessor

Date Signed