

ARIZONA RESIDENTIAL RENTAL AGREEMENT

Tenant agrees to pay Rent to the Landlord during the Term hereof in exchange for use of the Premises, pursuant to the terms below. The parties hereto intend, and contractually agree, that these terms shall supercede statutes, case law and rules of procedure, unless expressly and specifically prohibited by law.

Landlord/Owner:

Pro-Active Investments, LLC

(Name, address, and phone number)

☒ The Owner of the Premises IS NOT an out-of-state Owner.

☐ The Owner of the Premises IS an out-of-state Owner; the "Statutory Agent" is:

Sean Wade / 630-358-9528

(Name, address, and phone number)

Manager:

(Name, address, and phone number)

☒ Same as Landlord/Owner

Tenant(s):

Always Love Your Stay Rentals, LLC

(Person(s) who have signed below. Tenants, whether one or more, herein referred to as Tenant)

Occupant(s):

(Persons, other than Tenant, who are authorized to occupy the Premises, but who have not signed this Agreement, i.e., children)

Premises:

523 W. Pebble Beach Dr, Tempe, AZ 85282

Including appliances, fixtures and improvements thereon, all appurtenances incident thereto, and the following personal property (see "Personal Property," below):

☒ range/oven, ☒ refrigerator, ☒ microwave oven, ☒ clothes washer & dryer,

☒ dishwasher, ☐ security system, ☐ soft water system

☐ reverse osmosis drinking water system, ☐ Other _____

Term:

☐ Month-to-month: Tenancy shall be Month-to-Month.

☒ Fixed-Term Lease: Tenancy shall begin 7/01/2019 and end 6/30/2021

Rent:

\$ 1400 plus monthly taxes of \$ 0.00 for total of \$ 1400 per month.
due on the **first (1st)** day of each month (**Rent Due Date**).

If less than a full month, the prorated first month's RENT shall be \$ _____
for the period beginning _____ and ending _____

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Rent Payment:

☐ Tenant ☐ MAY ☐ SHALL pay Rent by direct deposit.
☐ Tenant ☐ MAY ☐ SHALL pay Rent by mail.
☒ Tenant ☐ MAY ☒ SHALL pay Rent by Money Order/Cashiers Chk
☒ Rent checks shall be made payable to: Pro-Active Investments

Late Fee:

\$ 20.00 per day beginning on the 2nd day of the month.

Deposits/Fees:

Security Deposit: \$ 1,400.00 (Security Deposit cannot exceed one and one-half month's rent)
Nonrefundable cleaning fee: \$ N/A Nonrefundable redecorating fee: \$ N/A

Utilities:

Tenant shall pay for **all** utilities (see "Utilities", below), **except Landlord** shall pay for:

☐ Electricity, ☐ Gas, ☐ Water, ☐ Sewer, ☐ Trash
☐ Pest Control, ☒ Other Landscaping & Pool Maintenance

Vehicles:

Tenant may park 2 Vehicles on the Premises and only in designated areas.

Keys/Access:

KEYS: Door 2, Mailbox , Gate , Pool , Other:
GARAGE DOOR OPENERS 1 GATE KEYS/OPENERS
Other:
(See "Keys, Garage Door Openers, Gate Keys/Openers", below)

Pool:

☒ The Premises has a swimming pool (Private Pool Safety Notice MUST be attached) ☒ Landlord ☐ Tenant is responsible for pool maintenance and chemicals (see "Maintenance", below).

Yard Maintenance:

☒ Landlord ☐ Tenant is responsible for yard maintenance (see "Maintenance," below).

HOA:

☐ The Premises is in a homeowners association (see "HOA," below).

Lead-Based Paint:

☒ The Premises were built before 1978 (Lead-Paint Addendum MUST be attached).

Bedbugs:

☒ The Premises DOES NOT have bedbugs (see "Notices required...", below).
(Premises CANNOT be rented unless this box is checked)

Foreclosure:

☐ This Premises is undergoing foreclosure (Foreclosure Addendum MUST be attached).

Real Estate License:

☐ One or more of the Owners of the Premises has an Arizona real estate license.

Registration:

☐ The Premises has been registered with the county assessor.

Guaranty:

☒ Guaranty Required. If Landlord does not receive a signed Guaranty of Lease within five days after execution hereof, then this Agreement is voidable by the Landlord.

NOT PERMITTED:

☐ Pets ☒ Smoking ☒ Waterbeds ☒ Trampolines ☒ Pools/Spas
☒ Commercial Vehicles ☒ Hazardous Substances ☒ No Criminal Activity

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1. **Definitions.** In addition to the foregoing terms, the following terms have special meaning:
 - a. **Access Devices** -keys, key cards, key fobs, access codes, garage door remote control devices and/or other items that enable access to the Premises, pool and the gated community (as applicable).
 - b. **Applicable Laws** -federal, state law and county laws and local city or town ordinances.
 - c. **CC&R's** -Covenants, conditions and restrictions.
 - d. **Crime Information** -information about past or present criminal activity on, in or near the Premises.
 - e. **Delivery of Possession** -You have vacated the Premises; You have removed all Your personal property; Tenant has performed all cleaning, repairs and maintenance as required herein; and You have delivered all Access Devices to Landlord.
 - f. **Deposit** -refers to the refundable security deposit.
 - g. **Designated Person** -the person(s) to whom Landlord may release Tenant's personal property in the event of Tenant's death, pursuant to A.R.S. § 33-1314(F).
 - h. **Hazards** -real or perceived natural and/or man-made conditions on, in or near the Premises that will or may pose actual or potential harm to You. Specific examples given in "Hazards" section, below.
 - i. **HOA** -homeowners association.
 - j. **HOA Rules** -rules and/or regulations adopted by a homeowners association.
 - k. **Pool** -private or community swimming pool; also includes spas and above-ground pools.
 - l. **Spot painting** -painting less than the entirety of an already painted interior or exterior part of the Premises with the same finish/color paint, such as painting nail hole repair areas on interior walls.
 - m. **Statutory Agent** -a person who lives in Arizona and is authorized to accept service of legal notices on behalf of Owner, pursuant to A.R.S. § 33-1902(B).
 - n. **Term** -from page 1, if this is a Fixed-Term Lease, the period of time of tenancy from the beginning date through the end date.
 - o. **You or Your** -Tenant, Occupants, and/or invitees (i.e., visitors or guests).
 - p. **Vehicles** -vehicles of any/all types, including automobiles, trucks, motorcycles, bicycles, etc.
2. **Notices required by law to be given to Tenant.**
 - a. Pursuant to A.R.S. § 33-1319(A), Tenant may obtain information about bedbugs and in [A.R.S. § 33-1319\(A\)](#) and at: http://en.wikipedia.org/wiki/Bed_bug. Note: if a current bedbug infestation exists, Landlord cannot enter into a rental agreement until the infestation is eliminated.
 - b. Pursuant to A.R.S. § 33-1321(C), Tenant may be present during the move-out inspection.
 - c. Pursuant to A.R.S. § 33-1322(A), the Owner or the Owner's agent and the person authorized to receive service of process, notices and/or demands is **MANAGER**.
 - d. Pursuant to A.R.S. § 33-1322(B), Tenant may obtain a free copy of the Arizona Residential Landlord and Tenant Act from the Arizona Department of Housing's website: <http://www.azhousing.gov/>
3. **Rent. Time is of the essence of this Agreement.**
 - a. Rent is due and must be **received** no later than the Rent Due Date. Rent is payable in advance, without deductions or offsets. Rent is payable in U.S. currency only. Late Fees, Returned Check Charges, Notice Fees, and all other amounts due under this Agreement are collectible as rent and are collectively referred to herein as "Rent."
 - b. If Rent is paid in cash, it must done in person and directly to Landlord **and** Tenant shall request and obtain a written receipt.

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- c. If Rent is sent by mail, Tenant assumes all risks thereof, including delays and post office errors. Rent shall be sent to the address shown for Landlord (above) or to any other address subsequently provided to Tenant in writing.
 - d. If indicated above, Rent may or shall be paid by direct deposit, a privilege that Landlord may immediately terminate at any time and for any reason or no reason, and replaced by a new rent payment method (i.e., mail, online, other).
 - e. Tenant's promise to pay Rent for the Term specified above shall survive termination of this Agreement; termination of this Agreement by either party may terminate Tenant's right to possess and occupy the Premises, but shall not relieve Tenant for liability for Rent due for the Term specified above unless another intent is clearly stated in writing.
 - f. If this is a Fixed-Term Lease, then Landlord may adjust the monthly rent with thirty days notice if the rental tax rate is changed by the municipality during the Term hereof, pursuant to A.R.S. § 33-1314(E),
4. **Partial Rent payments.** Landlord may, but is not obligated, to accept less than the full amount of Rent due. By accepting less than the full amount due, Landlord does not waive any legal rights, including, but not limited to, his right to the total amount due under this Agreement and his right to possession under the law. If Rent is paid by mail or directly deposited into Landlord's bank account, Landlord may accept payment tendered by Tenant of less than the full amount due, whether or not intended as a full or partial payment by Tenant, provided Landlord sends Tenant a written notice of the amounts remaining due within ten days of receiving said payment; alternatively, Landlord may return the partial payment and proceed as provided herein or by law. When less than the full amount due is tendered and accepted, payment shall be applied: first, to legal fees and court costs, then to accrued interest on any amounts owed to Landlord, then to amounts owed for damages to the Premises, then to Late Fees, then to Notice Fees, then to any other amounts owed by Tenant to Landlord, then to unpaid past due rent and, finally, to prepaid rent.
5. **Deposit.** Unless otherwise stated herein, the Deposit will be held by Landlord. Any interest earned on the Deposit shall belong to Landlord; no interest shall be paid by Landlord to Tenant on the Deposit. Tenant shall not be entitled to use any portion of the Deposit as a credit for rent and Tenant is expressly prohibited from using all or any part of the Deposit for all or part of the last month's rent without Landlord's prior written authorization. If, during the term of tenancy, any portion of the Deposit is applied by Landlord toward any of Tenant's financial obligations hereunder, then, within ten days after written demand therefor, Tenant shall deposit with Landlord an amount sufficient to restore the Deposit to the original amount; failure to do so, shall be a material noncompliance with this Agreement. Each Tenant hereunder agrees that the Deposit will be refunded and, unless provided elsewhere herein or prior written instructions signed by all Tenants is provided to Landlord, the refund check (if any) shall be made payable jointly to all persons who sign this Agreement as Tenants, without regard to whether the Deposit was paid by fewer than all of the Tenants and/or tendered by a third party on behalf of one or more Tenants.
6. **Nonrefundable fees.**
- a. The nonrefundable Cleaning Fee is for additional cleaning performed by Landlord after Tenant vacates, including: replacing A/C filters; sanitizing the kitchen, bathrooms and/or appliances; and general cleaning of the rental unit. The cleaning fee, however, does not relieve Tenant of Tenant's obligation to leave the Premises clean and free of debris at the end of tenancy.
 - b. The nonrefundable Redecorating Fee is for periodic painting, cleaning and replacement of the floor coverings, window coverings and decorative items.
7. **Utilities and Services.**
- a. **Utilities.** Unless otherwise stated above, Tenant shall pay for all utilities and services, including pest control, and be responsible for any connection fees, deposits, etc., incident thereto. Tenant shall not take any action to cause any utility company to disconnect and/or discontinue any utilities or services without Landlord's prior written approval. Failure by Tenant to maintain utilities (i.e., water, electric, gas, etc.), including the failure to pay utility provider and/or any other conduct that results in turn-off

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of water, electricity or gas, shall be deemed a noncompliance materially affecting health and safety. In the event Landlord pays, voluntarily or involuntarily, all or part of Tenant's account balance to one or more utility companies, the Landlord shall be entitled to recover said amount from Tenant, including disconnect and/or connection fees, and an administrative fee equal to twenty-five percent of the amount paid by Landlord. Except for intentional or grossly negligent conduct by Landlord, Tenant releases and holds Landlord harmless for, and Tenant expressly assumes all risk caused, related to or associated with the interruption, surge or failure of utility services to the Premises and any damages related directly or indirectly thereto.

- b. **Trash & Recycling.** Tenant shall deposit trash into trash receptacles. Recycling of certain items may be required by law. Tenant is responsible for knowing and complying with trash and recycling requirements.
8. **Phone.** Tenant agrees to install a telephone in the Premises within ten days hereof or, alternatively, to obtain a mobile telephone (if Tenant does not already have a mobile telephone) within ten days hereof. Tenant shall provide Landlord with Tenant's phone number within five days after installation or activation and also within five days after any telephone number change.
9. **Access Devices: Keys, Garage Door Openers, and Gate Keys/Openers.** Tenant acknowledges receipt of the number and type of Access Devices indicated above to the Premises. Tenant shall be responsible for the security of the Premises until all Access Devices have been returned to Landlord. Tenant shall not change, re-key the locks or add additional locks or security devices to Premises without Landlord's written permission; violation of this provision shall be a material noncompliance with this Agreement. If re-keyed, Tenant shall provide a key to Landlord within five days; violation of this provision shall be a noncompliance with this Agreement materially affecting health and safety. Unless all Access Devices are returned to Landlord, Tenant agrees to pay the greater of: (a) the actual cost of replacement, (b) \$50.00 per lock, (c) \$100.00 to change any remote control code, and/or (d) \$50 to replace each remote control device. If the Premises are located in a "gated community," then vehicular access to the community and the Premises is accomplished via a gate key, card, remote opener, or similar device. Tenant acknowledges receipt of the number of keys/cards/openers indicated above for the gated community. Unless all keys, cards or openers are returned, Tenant agrees to pay the greater of \$100.00 or the actual expense of changing the control code (or reprogramming) and replacing the key, card or remote opener.
10. **Security.** Tenant acknowledges and agrees that Landlord does not and shall not have a duty to provide security services to Tenant or the Premises. Tenant shall look exclusively to the local police force for security and/or protection. Tenant agrees that Landlord shall not be liable for criminal or wrongful acts committed against Tenant, Occupants or Guests. Landlord makes no representations regarding past criminal activity in, on or near the Premises. If Tenant is concerned about the type and/or frequency of crime in the area, Tenant may investigate the Crime Information before entering into this Agreement. Tenant's signature below is conclusive evidence that Tenant has investigated and is satisfied with the Crime Information or has consciously elected not to investigate.
11. **Vehicles.**
- a. **Maintenance.** Maintenance and/or repair of Vehicles **is not** permitted on the Premises, including "minor repairs." As used in this Agreement, minor repairs include (but are not limited to): oil/filter changes, tune-up and washing of Vehicles. Tenant shall clean-up any mess (i.e., oil, grease, etc.) caused by Vehicles.
- b. **Parking, Driving and/or Storing.** Vehicles belonging to Tenant, occupants and/or guests shall be parked in the driveway, garage (if applicable) and/or on the street (if permitted by law and/or CC&R's, if applicable); Vehicles shall not be parked or driven on the lawn, gravel and/or other areas not intended for Vehicles. All Vehicles must have current Arizona license plates (if required by law) and must be operable. The keeping of an inoperable, unlicensed or abandoned vehicle shall be deemed a noncompliance materially affecting health and safety.
12. **Personal Property.**
- a. **Landlord's Personal Property.** The Landlord's personal property (listed above and/or in a separate addendum) is provided to Tenant "as is" and without any warranty. Landlord shall not be responsible

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for any loss or damage caused by the failure of any personal property and/or appliances to operate and/or operate properly, including, but not limited to loss of food or other perishables if the refrigerator or freezer fails to operate or operate properly. The failure of one or more personal property items to operate for any length of time shall not impact the amount of Rent. In the event, one or more personal property items fail to operate properly or to operate at all, Tenant shall notify Landlord of same, but Landlord shall not be obligated to repair or replace any personal property. Landlord may elect, however, in Landlord's sole and unfettered discretion, to repair any or all of the personal property or replace any or all of the personal property with items with similar function, but which may be of superior, the same or inferior quality. If Landlord elects not to repair any item, then Landlord may remove said item within a reasonable time (i.e., one to ten days is hereby deemed reasonable) or may authorize (in writing) Tenant to have the item removed and Landlord shall pay the cost thereof.

- b. **Renter's Insurance.** Tenant agrees to obtain insurance (i.e., renter's insurance), at Tenant's expense, to insure against theft, property damage and loss, personal injury and other normal insurable risks that expose Tenant to financial liability. Landlord may periodically demand proof thereof and may demand that Landlord be named as an additional insured and/or to be notified directly by Tenant's insurance company if the insurance policy is canceled or terminated.
- c. **Tenant's Personal Property During Tenancy.** Tenant shall not leave or store any personal property outside the Premises, except for automobiles, motorcycles and/or furniture designed for exterior use (i.e., patio furniture). Landlord shall not be responsible for (and Landlord's insurance will not cover) any of Your personal property, including Vehicles, that is lost, stolen, damaged or destroyed, regardless of the cause; Tenant hereby assumes the risk of all said losses.
- d. **Tenant's Personal Property after Abandonment or Eviction.** Following eviction or abandonment of the Premises, all personal property left on the Premises shall be deemed abandoned and Tenant shall be charged for removal, storage, and all costs and expenses incurred to sell the personal property and for Landlord to comply with A.R.S. § 33-1370. If Landlord believes such charges will likely exceed the value of the personal property, then Tenant hereby expressly grants Landlord the authority to dispose of said personal property in any manner Landlord deems fit, to include giving the personal property to charity or having it hauled away as garbage and Tenant holds Landlord harmless for the loss of said property
- e. **Tenant's Personal Property after Delivery of Possession.** If Delivery of Possession is voluntary, including when the Landlord has commenced but not completed abandonment or eviction proceedings, then Tenant hereby agrees that all personal property left on the Premises shall be deemed abandoned and Landlord is hereby expressly authorized to dispose of all personal property in any manner Landlord deems fit, including donating all or part to charity or having it hauled away as garbage. If Landlord deems moving and/or storage of all or part of the personal property is appropriate, then Tenant agrees to pay for moving, storage, disposal fees, and/or costs/expenses incurred to sell the personal property. Landlord is authorized to deduct the foregoing amounts from the Deposit. So that Landlord may comply with the law, as it pertains to the timely refund of the Deposit (if any), Tenant hereby agrees that Landlord may estimate such charges and to later refund the balance of the Deposit, if any, when the precise amount of said charges are known.
- f. **After Death of Tenant.** Tenant may designate in writing the name and contact information of the person(s) to whom Landlord may release Tenant's personal property in the event of Tenant's death, which Tenant may update as desired (referred to herein as "Designated Person").
 - i. In the event of one surviving Co-Tenant, if a deceased Tenant has not separately and unambiguously provided Designated Person Information to Landlord, Landlord may regard the Co-Tenant as the Designated Person and release the deceased Tenant's personal property to the sole surviving Co-Tenant, and all Tenants hereby agree that Landlord shall be entitled to the limitation of liability granted by A.R.S. § 33-1314(F)
 - ii. In the event of more than one surviving Co-Tenant, if a deceased Tenant has not separately and unambiguously provided Designated Person Information to Landlord, Landlord shall have the sole and unfettered discretion to release a deceased Tenant's personal property to one or more of the surviving Co-Tenants. Alternatively, if Landlord, in Landlord's sole discretion, believes release of the deceased Tenant's personal property to one or more surviving Co-Tenants to be inappropriate, Landlord may move and store the deceased Tenant's personal property and may refuse to release

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money, the Deposit and/or personal property belonging to the deceased Tenant to any person unless Landlord is presented with a certified copy of a valid and duly authorized court order directing release thereof. Rent and/or storage fees shall continue to accrue until all personal property is released by Landlord via court order or otherwise and all keys are returned.

- iii. In the event of the death of a Tenant where the Designated Person Information is either absent or no longer valid, Landlord may, but shall not be obligated to, refuse to release money, the Deposit, and/or personal property to any person or entity unless Landlord is presented with a certified copy of a valid and duly authorized court order directing release thereof.

13. The Premises.

- a. **Condition of the Premises.** Tenant has examined the Premises before signing this Agreement or had the opportunity to examine the Premises before signing this Agreement and has consciously declined to examine the Premises before signing this Agreement. Tenant taking possession of the Premises shall be conclusive evidence that the Premises were habitable at the commencement of tenancy. Tenant is satisfied with the condition of the Premises as they exist on the date Tenant signs this Agreement. Tenant agrees that there are no pre-existing damages to the Premises, except as noted on the Move-In Inspection Form. Tenant is responsible for providing a list of Premises defects/damages (i.e., carpet stained, drapes torn, etc.) to Landlord within five days after signing this Agreement. A Move-In Inspection Form has been provided to Tenant specifically for this purpose. Landlord may inspect/verify any defects listed on this form. In the event Tenant fails to turn in a completed Move-in Inspection Form, which must also be signed by Landlord on the date received, within five calendar days after taking possession of the Premises, then the Premises shall be conclusively presumed to be free of any defects or damage; failure to timely return this form may result in deductions from the Deposit (and/or legal action to recover funds) to clean or repair defects for which you may not have been responsible. Tenant has a continuing duty to notify Landlord in writing of all Premises defects and/or needed repairs. Tenant understands and agrees that Landlord need not repair or replace items that do not directly relate to safety or habitability of the Premises.
- b. **Residential use only.** You may use the Premises only as a place to live. You shall not use the Premises for any unlawful, improper, or offensive purpose. Storage or use of illegal drugs (as defined by state and federal law, inclusive) on or about the Premises is specifically prohibited and shall be deemed a material and irreparable breach of this Agreement and Tenant shall be responsible for all drug/Premises clean-up expenses. Commercial vehicles, trailers and RV's shall not be parked on or near the Premises. You shall not use the Premises for any business or commercial use without prior written consent by Landlord. The Premises shall not be used for home day care of children or adults that are not Occupants. The Premises cannot be used for any purpose that increases vehicle traffic to/from the Premises or that raises Owner's insurance premium.
- c. **Hazards.** The Premises may be near real or perceived natural and/or man-made hazards, including, but not limited to: Busy streets, shopping centers, trains and rail road tracks, open water (i.e., ditches, canals, natural or man-made lakes and/or streams), and/or power lines. As a result, the Premises and occupants may be exposed to noise, humidity, moisture, water, vibrations, smoke (including secondhand smoke), traffic (air and ground), electric current, magnetic fields and/or other hazards, conditions or events. The Premises may be located: (1) on or near a golf course; errant golf balls may cause property damage or personal injury to You and/or (2) near an airport and/or in the flight path and/or be affected by future flight path changes. Depending upon weather and other factors, the Premises may be subject to noise and/or odors from surrounding areas. The Premises may contain mold, radon gas and/or other environmental hazards in/on the Premises. If You are particularly sensitive to or otherwise concerned about the presence of these (or other) conditions and/or potential hazards (collectively "the Hazards"), Tenant shall, at Tenant's expense and before signing this Agreement, have a professional inspection conducted by one or more qualified inspectors and/or obtain further information about the hazards or other areas of concern before entering into this Agreement. Tenant understands, acknowledges and assumes the foregoing risks and agrees to inform Occupants and Guests of these risks. Tenant's signature below is conclusive evidence that Tenant has investigated and is satisfied with the Hazards or has consciously elected not to investigate.

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d. No Use or Access. You shall not enter the attic and/or "crawl space" (if applicable) above the living quarters of the Premises for any reason and/or use it for storage. You shall not climb onto, walk on, or put any objects on the roof for any reason without Landlord's prior written approval, nor shall You direct or allow others (i.e., contractors, occupants, guests, etc.) to do the same.

- 14. Give notice of defects.** Tenant shall provide immediate telephonic notice to Landlord regarding mold, leaks or moisture and, thereafter, provide written notice to Landlord thereof. For all other defects in/on the Premises that are not Tenant's responsibility to repair/maintain, Tenant shall notify Landlord in writing within five days. Failure to notify and/or timely notify Landlord shall subject Tenant to liability for damages sustained by Landlord as a result thereof. Your interference or hindrance of Landlord's efforts to make repairs and/or maintain the Premises (interior or exterior) shall be deemed a material noncompliance or a noncompliance materially effecting health and safety, depending upon the nature of repair and/or maintenance to be performed. In the event Tenant makes unnecessary and/or false requests for service, Tenant shall pay for any/all related expenses and/or service calls.

RESTRICTIONS ON USE OF PREMISES AND CONDUCT OF TENANT AND OTHERS

- 15. Pets. NO PETS ALLOWED.** Tenant is responsible for any damage to the Premises and/or persons which may result from having a pet on the Premises for any length of time. Bringing a pet onto the Premises, even temporarily, is a material noncompliance with this Agreement. Under no circumstances shall Tenant keep or allow on the Premises for any length of time: vicious or dangerous animals; aggressive animal breeds, including but not limited to pit bull or rottweiler; reptiles that are venomous or capable of biting humans and/or killing small animals; venomous or stinging insects or spiders; noncompliance shall constitute a noncompliance materially affecting health and safety. This provision does not prohibit medically required assistive animals; Tenant shall be responsible for any damage to the Premises and/or persons caused by an assistive animal.
- 16. Smoking.** If indicated above, smoking in or anywhere on the Premises IS NOT permitted. Tenant is responsible for any damage to the Premises which may result from smoking inside the Premises by any person for any length of time, including but not limited to: repainting of one or more rooms and/or ceilings; professional cleaning of floor coverings; cleaning and/or replacement of window coverings. Smoking in the Premises is a material noncompliance with this Agreement.
- 17. Waterbeds.** If indicated above, waterbeds and liquid-filled furniture of any kind ARE NOT permitted. Tenant is responsible for any damage to the Premises and persons which may result from having said items on the Premises for any length of time. Bringing and filling said items on the Premises, even temporarily, is a material noncompliance with this Agreement.
- 18. Trampolines. NO TRAMPOLINES ALLOWED.** You shall not install, erect, bring onto the Premises or otherwise allow a trampoline or similar item onto the Premises for any length of time. Failure to comply shall be deemed a noncompliance materially affecting health and safety.
- 19. Pools/Spas. NO POOLS OR SPAS.** You shall not install, erect, bring onto the Premises or otherwise allow a pool or spa of any kind (i.e., inflatable pool, above-ground pool, hot tub, etc.), other than any existing pool/spa (if applicable), without Landlord's prior written consent. Failure to comply shall be deemed a noncompliance materially affecting health and safety.
- 20. Flammables/Explosives/Hazardous Substances.** You shall not store or bring onto the Premises any flammable liquids, explosives and/or hazardous materials of any kind, except for commonly used and readily available household cleaners and fuels. Fuel of any kind (i.e., for cars, fireplaces, barbeques, etc.) must be properly used and stored (no more than five gallons of propane {for barbeque or heating devices} and one gallon of any other flammable liquid shall be stored).

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21. **No disturbances.** You shall not disturb neighbors or others. Tenant shall not play loud music, percussion, audio, video equipment, instruments, or otherwise cause any loud or offensive sounds that can be heard outside the Premises. The time period 10:00 p.m. to 7:00 a.m. is considered normal sleeping hours (local ordinances may vary; the local ordinance shall be controlling) and Tenant agrees not to cause any disturbances during such time. Moving of furniture and household goods into or out of the rental unit is restricted to 7:00 a.m. to 8:00 p.m. Recurring disturbances shall be deemed a material noncompliance with this Agreement.

COMPLIANCE WITH LAW, CC&RS, and RULES

22. **Landlord's Rules and Regulations.** If the Premises share grounds and/or facilities with another rental unit owned by Landlord and if Landlord currently has Rules and Regulations, a copy thereof shall be provided to Tenant at or before this Agreement is signed and Tenant's signature below acknowledges receipt thereof. Landlord's Rules and Regulations may be created and/or amended at any time during the term hereof and shall become effective thirty days after written notice to Tenant. Failure to comply with Landlord's Rules and Regulations may result in assessment of a fee of not more than **\$50.00** per violation, as may be more specifically set forth in Landlord's Rules and Regulations, and may constitute a noncompliance with this Agreement and/or may warrant eviction. Pursuant to A.R.S. § 33-1342(C), Landlord may make immediate amendments to this Agreement to comply with changes in the law, rules or other provisions affecting the Premises.
23. **Compliance with HOA requirements.** If indicated above, then the Premises are part of and subject to a Homeowners Association ("HOA") and use of the Premises is restricted by the Covenant, Conditions and Restrictions ("CC&R's") and any HOA rules and regulations (collectively referred to in this paragraph as "HOA Rules") adopted by the HOA. Tenant's signature below acknowledges receipt of a copy of the HOA Rules. HOA Rules may prohibit: parking Vehicles on the street, overnight parking of Vehicles on the street and/or in the driveway, adding or removing trees and/or plants in the front yard, failing to maintain the front yard, and/or storing personal property in the front yard (i.e., potted plants, fountains, yard monuments, etc.). Tenant agrees to comply with and abide by the HOA Rules and to pay upon demand all fines and fees incurred by Landlord for any/all violations of the HOA Rules. Landlord shall pay for the periodic HOA dues/fees.
24. **Compliance with Applicable Laws – Crime Free Tenancy.** Tenant agrees to comply with all Applicable Laws. Tenant agrees to supervise Occupants and all other persons on the Premises and agrees to be responsible for fines, penalties, and repairs resulting from violation any Applicable Laws. Tenant and Occupants shall renew Visas before they expire (if applicable). Violation of any of the foregoing shall be deemed a material noncompliance. Tenant's violation of state or federal criminal law (i.e., misdemeanor or felony), on or off the Premises, shall be deemed a material and irreparable breach and the parties agree a court of competent jurisdiction may enter a judgment for possession based upon a preponderance of the evidence. Tenant has an affirmative duty to inform Landlord in writing if Tenant is convicted of any state or federal criminal law (i.e., misdemeanor or felony) during tenancy; failure to provide this information shall constitute a non-curable material noncompliance and Landlord may evict Tenant on that basis.

MAINTENANCE, REPAIRS, IMPROVEMENTS, ALTERATIONS

25. **Tenant Maintenance.** The party responsible for specific types of maintenance is specified above.

a. **Pool Maintenance.**

- i. If Landlord is responsible for (or arranging and paying for) all pool and/or spa ("Pool") maintenance, Tenant is nevertheless responsible for maintaining the proper water level in the Pool and for cleaning of the Pool after storms and "as needed" between regularly scheduled maintenance. Tenant agrees that Landlord and/or Landlord's agents shall have access to the exterior of the Premises for this purpose without requiring advance notice. If You restrict or otherwise interfere or hinder Landlord's maintenance efforts, then Tenant shall, after written notice by Landlord to Tenant, be responsible for all Pool maintenance, without any reduction in the amount of rent, or may regard Your conduct as a noncompliance materially affecting health and safety and evict Tenant on that basis.

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- ii. If Tenant is responsible for all pool and/or spa ("Pool") maintenance, then Tenant shall be responsible for all Pool cleaning and maintenance, including purchasing and adding chemicals when needed. Tenant shall keep the Pool and Pool equipment clean and free from dirt, debris, algae, and any other condition that detracts from the function or appearance of the pool and/or spa. If Tenant does not maintain the Pool according to the Landlord's reasonable standards, then Landlord, after providing Tenant with notice and a ten day period to cure, may have the work performed and bill Tenant therefor. Failure of Tenant to pay any amount billed to the Tenant hereunder within ten days shall be a material noncompliance with this Agreement. Alternatively, Landlord may regard Tenant's conduct as a noncompliance materially affecting health and safety and evict Tenant on that basis.

b. Yard Maintenance.

- i. If Landlord is responsible for (or arranging and paying for) all yard maintenance, Tenant is nevertheless responsible for cleaning and/or maintaining of the yard after storms and "as needed" between regularly scheduled maintenance. Tenant agrees that Landlord and/or Landlord's agents shall have access to the exterior of the Premises for this purpose without requiring advance notice. If You restrict or otherwise interfere or hinder Landlord's maintenance efforts, then Tenant shall, after written notice by Landlord to Tenant, be responsible for all yard maintenance, without any reduction in the amount of rent, or may regard Your conduct as a material noncompliance and evict Tenant on that basis.
- ii. If Tenant is responsible for yard maintenance, then Tenant shall be responsible for all yard maintenance, including trimming and maintaining (as applicable) grass, flowers, bushes, shrubs and trees. Tenant shall remove weeds from (as applicable) grass, desert landscaped areas and other areas of the yard. If Tenant does not maintain the yard according to the Landlord's reasonable standards, then Landlord, after providing Tenant with notice and a ten day period to cure, may have the work performed and bill Tenant therefor. Failure of Tenant to pay any amount billed to the Tenant hereunder within ten days shall be a material noncompliance with this Agreement. Alternatively, Landlord may regard Tenant's conduct as a material noncompliance and evict Tenant on that basis.
- c. In addition to the foregoing and except as otherwise provided above, Tenant, at Tenant's expense, shall: keep the Premises and surrounding grounds clean, safe, in good order and in sanitary condition; if applicable, Tenant shall keep the yard, grounds, garden and all vegetation on the Premises watered and neatly groomed; exercise extreme care to prevent mold from forming (i.e., not allowing areas to become and remain wet/moist, etc.); have repaired any damages resulting from misuse or neglect caused by You; have removed any stoppage in plumbing lines that You caused; replace furnace and air conditioning filters **monthly**; be responsible for ensuring that smoke alarm(s) and carbon monoxide alarm(s) (if present) is/are operable at all times and shall test each unit monthly; replace dead batteries throughout the Premises (i.e., smoke alarm, remote controls, etc.); and replace unusable light bulbs.
- d. Tenant is responsible for the entire cost of maintenance, repairs or replacement parts, including glass (i.e., windows, glass doors, etc.), that are the result of negligence, recklessness, gross negligence or intentional acts of Tenant, Occupants, guests, visitors, invitees, trespassers and/or third-parties, and including criminal conduct by known or unknown third-parties.
- e. Failure to maintain the Premises shall be a material noncompliance with this Agreement and, in addition to the other remedies provided herein and by law, Landlord may cause the same to be accomplished and bill Tenant, pursuant to A.R.S. § 33-1369. After tenancy terminates, funds may be withheld from the Deposit by Landlord to effect repairs, etc., that were Tenant's responsibility, but were not accomplished by Tenant.
- f. **Pests / Pest Control.** Unless otherwise provided in this Agreement, Tenant shall be responsible for pest control in and on the Premises.

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26. Repairs, Alterations and Improvements.

- a. Tenant SHALL NOT paint any portion of the interior or exterior of the Premises without Landlord's prior written consent.
- b. Tenant SHALL NOT make any repairs, alterations, additions or improvements (unless they are minor, temporary and removal will leave no damage) to the Premises without Landlord's prior written consent. All authorized work shall be done only by licensed and bonded contractors or mechanics approved by Landlord. All alterations, additions, or improvements upon the Premises, made by either party, shall become the property of Landlord and shall remain upon and be surrendered with the Premises at the end of the term hereof. Unless otherwise agreed in writing, Tenant shall not be entitled to a reduction in Rent, offset, reimbursement or any other remuneration for the cost and/or any expense related to Tenant repairs, alterations, additions and/or improvements.

TENANT, OCCUPANTS, GUESTS AND OCCUPANCY REQUIRED

- 27. Tenant information.** Tenant represents and warrants that all information on the Tenant Application is true, correct, complete and not misleading.
- 28. Occupants.** Occupants (listed on page one) may use the Premises as permitted herein. Occupants are not bound by the Term hereof and may not enforce the Term hereof. Occupants may vacate at any time, but Tenant may not replace or substitute (either on a temporary or permanent basis) authorized Occupants with an unauthorized occupant without Landlord's prior written authorization. The Rent shall not be increased or decreased if one or more Occupants vacates anytime during the Term hereof.
- 29. Guests/Additional Rent.** Occupancy of the Premises is limited to Tenant and Occupants (if any, listed on page one). Visits by guests in excess of three days per month require written Landlord approval. Violation hereof shall be a material noncompliance and, in addition to other available remedies, Landlord may assess Tenant additional rent, to cover additional wear and tear, in an amount equal to forty percent (40%) of the Rent, for each guest, prorated for the entire time of the guest(s)'s visit. Persons, other than Tenants and Occupants, who are observed on the Premises for more than three days per month are presumed to be unauthorized occupants and Tenant shall bear the burden of proving otherwise if requested by Landlord and/or in a court of law.
- 30. Occupancy Required / Notice of Absence.** At least one Tenant or Occupant must occupy the Premises at all times during tenancy. Tenant shall notify Landlord in writing and in advance if all Tenants and Occupants will be absent from the Premises for five or more consecutive days; failure to do so shall be deemed a material noncompliance. Failure to provide this notice may result in Landlord deeming the Premises abandoned. Tenant shall be responsible for any damages that occur as a result of Tenant's absence.
- 31. Release of Liability.** To the extent permitted by A.R.S. § 33-1315(A)(3), Tenant releases Landlord and Manager from liability for acts and/or omissions by Landlord and/or Manager done in good faith.

TERMINATION OF TENANCY

- 32. Termination and renewal.** Tenant agrees to provide notice of termination as provided herein and to deliver possession (i.e., vacate the Premises and return all keys to Landlord) of the Premises to the Landlord in the same condition as when tenancy commenced, reasonable wear and tear excepted.
 - a. **Fixed-Term Lease.**
 - i. Except as provided here or by law, Tenant may not terminate a Fixed-Term Lease before the end of the Term any reason, including: loss of co-tenant, loss of employment, reduced wages, voluntary or involuntary job transfer, voluntary or involuntary school withdrawal or transfer, marriage, divorce, separation, reconciliation, health reasons, or illness or death in your family.

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- ii. Tenant shall provide at least thirty days written notice of Tenant's intent to vacate at the end of the Term or, alternatively, a written request to renew tenancy. If Tenant fails to provide written notice of intent to vacate or to renew tenancy and Landlord has not sent a written notice to Tenant of Landlord's intent to not renew the tenancy, then this Agreement shall automatically continue thereafter on a month-to-month basis and all other terms hereof shall remain the same, except that Rent shall increase by twenty percent (20%). If Tenant vacates at the end of the specified period without providing said written notice, Tenant shall be responsible for one month's rent, plus any other amounts (if any) due by Tenant hereunder.
- b. **Month-to-month.** No notification is necessary to **renew** a month-to-month tenancy. Either party may terminate a month-to-month tenancy by giving the other party at least thirty days written notice. A form has been provided to Tenant for this purpose and Tenant's signature acknowledges receipt of this form. Tenancy must terminate at the end of a rental period; tenancy cannot be terminated in the middle of a rental period. The thirty (30) day written notice must be received by Landlord on or before the last day of the present rental period -- tenancy will then terminate at the end of the next rental period.
- Example:** Tenancy renews on the first of each month. Today is April 15 and you wish to terminate tenancy. Notice must be given on or before the last day of the present rental period; the present rental period is April 1 to April 30. Therefore, notice must be given on or any time before April 30 and tenancy will terminate on May 31.
- c. **Renewal terms.** Except as expressly provided herein or in a separate document extending tenancy, all original terms and conditions shall remain in effect for any tenancy that extends, by agreement or operation of law, beyond the original Term.
- d. **Condition of Premises.** Upon vacating, Tenant shall leave the Premises clean, undamaged and in the same or better condition as when Tenant moved in, normal wear and tear excepted.
- i. **Move-out inspection.** The move-out inspection will be done on or within three days after Delivery of Possession. Upon receipt of Tenant's written notice requesting to be present during the move-out inspection, which must be received at or before Delivery of Possession, Landlord will inform Tenant of the date/time of the move-out inspection.
- ii. **Utilities.** Tenant shall ensure all utilities remain on until after the move-out inspection is completed. Tenant shall coordinate transfer of financial responsibility for utilities with landlord or Tenant shall be responsible for any fees charged by any utility company that could have been avoided and Landlord may deduct the cost thereof from the Deposit and/or may otherwise recover payment from Tenant.
- iii. **Batteries.** Tenant shall install new batteries in all battery operated devices in the Premises during the last week of tenancy, including (when applicable): smoke and/or carbon monoxide detectors, garage door remote controls and keypad, etc.
- iv. **Filters.** Tenant shall install new filters in the Premises during the last week of tenancy, including (when applicable): air-conditioning filters, ice/drinking water filter in refrigerator, etc.
- v. **Carpet and floor coverings.** Tenant shall keep the carpeting and other floor coverings clean. When cleaning floor coverings at the end of tenancy, Tenant shall perform cleaning after all Tenant's personal property has been removed from the Premises and before returning all Access Devices Landlord.
- vi. **Walls, holes and painting.** All nail holes must be repaired and repair area painted ("spot painting"). Spot painting shall be done with the same grade, finish and color paint and must blend with existing color(s) and be completed before the move-out inspection.
- vii. **Appliances.** The interior and exterior of all appliances must be thoroughly cleaned.
- viii. **Windows.** Tenant shall clean (or have cleaned) all exterior windows, inside and outside.
- ix. **Fireplace.** The fireplace, vents and chimney must be cleaned (if fireplace present).
- x. **Landscaping.** Landscaping must be in same or better condition upon vacating. Tenant may be charged for dead or missing plants (i.e., trees, bushes, flowers, etc.).

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- e. **Normal wear and tear.** Normal wear and tear is the natural and gradual deterioration that occurs when the Premises are used as a residence. Normal wear and tear does not include excessive and/or abusive use, misuse, negligence, carelessness, accident, criminal damage, vandalism, or theft, whether caused by Tenant, Occupants, guests, invitees, third-parties and/or trespassers (see also "Tenant Maintenance," above). Normal wear and tear does not include holes (pinholes, nail holes, or otherwise), gouges, scratches, stains, burns, and/or damage of any kind in the ceiling, walls, doors, floor coverings, and/or appliances.
 - f. **Repairs and property damage.** In the event Tenant is responsible for repairs and/or property damage, Tenant shall be responsible for the full repair and/or replacement cost and shall not pay a depreciated or pro-rated amount, regardless of the age or condition of the damaged/repaired item.
 - g. **Access.** Once Tenant has given notice to terminate, Tenant shall allow Landlord to show the rental unit to prospective tenants.
 - h. **Forwarding address.** The Tenant shall provide Landlord with a forwarding address. Refund of the Deposit, if any, will be sent to the forwarding address.
 - i. **Military tenants.** Notwithstanding any other provision of this Agreement, Tenant may terminate this Agreement by giving Landlord thirty days written notice, as specified above, if the requirements of subparagraphs 1 and 3 (below) are satisfied, or less than thirty days written notice, as specified above, if: (1) Tenant is on active duty in the United States military and receives military orders that provide for a deployment or a permanent change of station (PCS) to a duty station more than ten miles from Tenant's present duty station, (2) the reporting date on Tenant's orders is less than thirty days from the issue date of Tenant's orders, and (3) Tenant provides a copy of the orders to the Landlord within five days of the issue date on the orders.
 - j. **Judgment and Deposit.** In the event a judgment for money damages is awarded in favor of Landlord and against Tenant, then Landlord shall apply the Deposit first toward amounts due under this Agreement (i.e., rent, late fees, property damage, etc.) and other amounts due to Landlord that **are not** included in the judgment and then, if any Deposit remains, Landlord shall then apply the remainder of the Deposit toward satisfaction of the judgment, and finally, if any Deposit remains, then Landlord shall refund the balance to Tenant as provided elsewhere in this Agreement.
- 33. Fire or Casualty Damage.** In the event the Premises is damaged by fire or other casualty in an amount exceeding \$1,000, then Landlord may terminate this Agreement by providing Tenant with fourteen days advance written notice, which shall state the termination date, and Landlord shall handle the Deposit and Rent as stated in A.R.S. § 33-1366. Notwithstanding the foregoing, in the event the Premises is damaged as a result of Your actions (i.e., intentional, reckless, negligent, or otherwise), then Landlord may recover all available damages from Tenant.
- 34. Abandonment.** Unless provided in a separate written agreement, Landlord will not accept abandonment of the Premises as a "surrender" and/or "termination of tenancy" and Landlord may enter the Premises for the purpose authorized in A.R.S. §33-1370.

FEES, NONCOMPLIANCE, REMEDIES

- 35. Late Fees.** Late Fees are in addition to other applicable fees (i.e., Notice Fee, Drive-by Fee, etc.) and are collectable as Rent. Late fees shall continue to accrue until the last of three events: (a) the end of the Term hereof, (b) the end of any renewal or extension of the Term hereof, and/or (c) Delivery of Possession. If a lawsuit is filed that terminates Tenant's right to use, possess and control the Premises, then late fees on Rent included in the judgment shall no longer accrue, but late fees shall accrue on Rent not included in the judgment as stated herein. Thereafter, Rent, late fees and other amounts due under this Agreement shall accrue pre-judgment and post-judgment interest at the rate of eighteen percent per annum, compounded annually. Acceptance of one or more Late Fee payments does not waive the "time of the essence" provision of this Agreement. Assessment of this late fee shall not impair Landlord's right to issue a 5-Day Notice to Pay or Quit on the day following the Rent due date. "Repeated late payments" shall be deemed a material noncompliance; "repeated late payments" are defined hereunder as monthly Rent being received by the Landlord five or more days after the due date for three or more months in the last twelve month period.

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36. **Returned Check Fee.** Without regard to whether Landlord is charged a fee by Landlord's bank, if any check tendered by or on behalf of Tenant is not accepted or is returned by Landlord's bank for any reason, Tenant shall pay a **\$35.00** Returned Check Charge in addition to applicable Late Fees, which shall accrue from the date Rent first became due until cash, draft or other acceptable form of payment (as specified by Landlord) is received by Landlord. In the event of a returned check, the parties agree that the Landlord may demand payment of the returned check and/or all future Rent payments to be made by certified check, cashier's check, money order or, at Landlord's option, cash. Returned Check Charges are collectable as Rent.
37. **Notice Fees.** In the event Tenant fails to pay Rent when due and Landlord issues a Five-Day Notice to Pay or Quit, Tenant shall be charged a Notice Fee in the amount of **\$50.00** to cover preparation thereof. A Notice Fee may also be charged for providing notice of any noncompliance or breach and for any notice required by law to be provided to Tenant. Notice Fees are collectable as Rent and are in addition to other fees (i.e., Drive-by Fee, Late Fee, etc.).
38. **Cleaning, Maintenance and Repair Fees.** In the event Tenant vacates the Premises without performing cleaning, maintenance and/or repairs that are Tenant's responsibility, then Landlord shall have the option to: (a) hire a licensed or unlicensed person(s) or company to perform the task and Landlord may then bill Tenant for the cost thereof and/or deduct the cost from the Deposit or (b) Landlord, if willing and able to do the task, may do all or part of the work and may charge Tenant **\$35.00** per hour or, if more, an hourly rate equal to that charged by other persons or companies for the same type of work.
39. **Drive-by Fee.** In the event Landlord (or an agent therefor) is required to drive to the Premises to: (a) deliver a notice as the result of Your noncompliance, (b) to pick-up rent if rent is overdue, (c) to let You into the Premises if an Access Device is misplaced, lost or stolen, or (d) for any reason resulting from Your negligence or noncompliance herewith, then Tenant shall be charged a **\$50.00** Drive-by fee. The Drive-by Fee shall be in addition to other applicable fees (i.e., Late Fees, Notice Fees, etc.) and is collectable as Rent.
40. **Missed Appointment Fee.** In the event an appointment is scheduled whereby the Landlord, a person acting on behalf of the Landlord, and/or a repairman is to meet You at the Premises or some other location and You fail to appear for the appointment within fifteen minutes of the scheduled time, then (and in addition to any other applicable fees) Tenant shall be charged a Missed Appointment Fee equal to **\$50.00** plus any amount charged by the repairman and/or the person acting on behalf of the Landlord, and is collectable as Rent.
41. **Holdover Rent.** Rent shall automatically increase **FORTY PERCENT (40%)** on all holdover periods, shall remain valid for the duration of the holdover period and shall be collectable as Rent. This provision shall not limit the Landlord's remedies provided by A.R.S. § 33-1375. Tenant shall indemnify Landlord for all damages and expenses incurred and shall reimburse Landlord for payment of all reasonable settlements made by Landlord with third-parties (i.e., other tenants) as a result of You holding over.
42. **Noncompliance.** Tenant may be evicted for any "material noncompliance" with this Agreement, the Arizona Residential Landlord and Tenant Act, or other Applicable Laws. "Material noncompliance" includes, but is not limited to: (a) persons residing in the rental unit that are not listed on this Agreement form, (b) "guests" that repeatedly stay longer than three consecutive days, (c) parking more Vehicles on the Premises than the allotted spaces, (d) creating disturbances, constant noise and other conduct that disturbs other tenants' or neighbors' quiet enjoyment of their property, (e) failing to observe Landlord's rules and regulations (if applicable), (f) failing to maintain the Premises, (g) repeated late payments, (h) failing to pay any amount due to the Landlord (e.g., deferred payment of all or part of the Deposit), except for rent, which will be handled as an eviction for nonpayment of rent, (i) a breach under an accompanying option agreement (if applicable) shall be deemed a breach hereunder, and (j) any other conduct expressly specified herein as constituting a noncompliance. Tenant may be evicted for any "noncompliance materially affecting health and safety" and/or any "material or irreparable breach" as provided herein or as provided by law.

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43. **Termination and Remedies.** In the event You fail to comply with any term or provision hereof, Landlord may treat the noncompliance as a breach of this Agreement and, after delivering the notice required by law (if any), Landlord may: (a) terminate this Agreement, (b) terminate the Tenant's right to use, possess and occupy the Premises, but Tenant's liability for Rent and other amounts due hereunder shall not be terminated until the end of the Term specified above, (c) assess, collect and/or pursue liquidated damages, as provided herein, or (d) take any other action permitted by law.
44. **Concession Recapture.** In the event Tenant has been given a rent concession, and if tenancy is terminated by Landlord, Tenant or operation of law before the end of the Term, then Tenant shall remit payment of all rent concessions and Landlord may recapture all rent concession in an eviction action, civil action or from the Deposit.
45. **Administrative Fees & Liquidated Damages.** The parties acknowledge that the harm caused by certain violations of this Agreement may be difficult or impossible to calculate in advance. The parties hereby agree that Landlord may pursue Tenant for "actual damages" (discussed below) or may, at Landlord's option, assess and collect the following Administrative Fees & Liquidated Damages ("AFLDs") to compensate Landlord for damages sustained (i.e., administrative costs, advertising, re-renting expense, Premises inspection, etc.) and deduct these fees from the Deposit or to demand immediate payment. Assessing and/or collecting one or more AFLDs for one or more of the following violations shall not be deemed a waiver of that violation and/or Landlord's right to evict Tenant for the first or any subsequent violation.
- a. AFLDs of \$500.00 for each incident of the following: (1) unauthorized pets on the Premises, (2) unauthorized occupants on the Premises, (3) unauthorized smoking on the Premises, (4) bringing an unauthorized water bed, pool or spa onto the Premises, or (5) failure to maintain utilities (i.e., water, electricity, gas, etc.) for the Premises as specified in this Agreement.
 - b. AFLDs of \$5.00 per day for failing to provide proof of insurance (and/or any other ongoing violation or noncompliance) starting five calendar days after written demand by Landlord.
 - c. AFLDs of Two month's rent or, at Landlord's option, all of the Deposit and nonrefundable fees tendered by Tenant before taking possession of the Premises, if Tenant subsequently fails (for any reason) to take possession of the Premises after signing this Agreement.
46. **Actual Damages.** As an alternative to liquidated damages (above), Landlord may elect to apply the Deposit to actual damages and then subsequently sue Tenant for the remaining amount of Landlord's actual damages, including, but not limited to: Rent through end of the Term, late fees, notice fees, property damage, recapture of rent concessions and rent discounts, re-renting fee/commission, holdover damages, and/or any other damages available under the law or this Agreement.
47. **Evidence at Trial.** In an action for possession and when relevant to an issue to be litigated, the parties hereby stipulate and agree that the following documentary evidence, whether or not it would otherwise be considered hearsay, shall be admitted into evidence with or without foundation: invoices, receipts, and/or estimates for cleaning of the Premises; invoices, receipts and/or estimates for maintenance and/or repairs of the Premises; invoices, receipts or similar documents of fees, costs and/or expenses incurred by a party hereto; police reports and/or incident reports.

MISCELLANEOUS

48. **Access.** As required by A.R.S. §33-1343, You shall not unreasonably withhold consent for Landlord to enter the Premises. You shall be presumed to have "unreasonably withheld consent" if You fail or refuses to restrain pets (whether or not pets are permitted under this Agreement), fails or refuses to allow access to the Premises, or otherwise hinders Landlord's right to access, makes inspection of the Premises difficult or impossible, and/or refuses, limits or impairs access to the Premises by Landlord's agents, including contractors, repairmen and prospective tenants. Landlord may enter the Premises without the consent of Tenant in case of emergency, but otherwise shall give Tenant at least two days notice (which may be given via email or telephone) of Landlord's intention to enter and shall enter only at reasonable times. Landlord may enter the Premises as necessary to inspect (which may include taking photographs, video or other recordings), which may occur as frequently as once per month. Tenant agrees that Landlord may place one or more "for rent" and/or "for sale" (or similar) signs in and/or on the Premises during the last ninety days of tenancy.

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49. **Waivers.** No waiver by Landlord of any breach or provision hereof shall be deemed a waiver of any other or subsequent breach or provision hereof. Landlord's consent to or approval of any act shall not constitute a continuing consent to or approval of any subsequent act or breach by You. All rights given to Landlord by this Agreement shall be in addition to any laws which exist or might come into existence. Any exercise of any rights by Landlord or failure to exercise any rights shall not act as a waiver of those or any other rights. No statement or promise by Landlord, Landlord's agents or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this Agreement.
50. **Notices.** All notices provided for herein shall be in writing and shall be delivered to Landlord at the address set forth above and to Tenant: (a) at the Premises, (b) at Tenant's work place, or (3) to any other alternate address provided in writing by Tenant to Landlord (if applicable). All notices shall be sent by registered or certified mail, or personally delivered, or as otherwise provided in A.R.S. § 33-1313. Notice to one Tenant or Occupant (authorized or not) of responsible age shall be deemed notice to all Tenants and Occupants. If, for any reason, Landlord cannot deliver a notice to Tenant personally, Landlord may post the notice in a conspicuous place on the Premises.
51. **Attorney's Fees.** Landlord and Tenant agree that the prevailing party in any litigation, action or controversy arising out of: (a) this Agreement, (b) attempts to enforce this Agreement, and/or (c) any controversy arising between the parties hereto, whether or not related to this Agreement, shall be entitled to reimbursement of or, if appropriate, an award of: (w) reasonable attorneys' fees, (x) litigation expenses (including, but not limited to, travel expenses for Landlord and/or Manager to appear in court, copying charges, delivery fees, expert witness fees), (y) out-of-pocket expenses of every kind, and (z) court costs incurred prior to trial, during trial, post-judgment and/or on appeal, without regard to whether or not the matter is/was contested. In addition, Landlord shall be entitled to recover all costs of collection, including collection agency fees (including contingency fees and/or percentage of recovery fees), and all expenses relating to recording judgments, creating, recording and/or releasing lien notices and/or relating to collection or enforcement of any judgment, order or award. The award of attorney's fees, costs and expenses (above), if made by a court of law, shall in all cases be made by the court and not a jury.
52. **No Sublet, Assignment or Transfer.** Tenant shall not sublet the Premises or any Part thereof. Tenant shall not assign or transfer all or any interest in this Agreement. Unless otherwise provided in writing, if Landlord consents to any sub sublease, assignment, or transfer, such consent shall not release Tenant from any liability hereunder.
53. **Subordination, Right to Encumber, No Right to Record.** This Agreement is, and shall remain, subordinate to all existing liens on the Premises and/or the complex (if applicable) of which the Premises is a part. Landlord may desire to refinance existing loans and/or obtain additional or other loans and may pledge the Premises as collateral therefor. Upon five calendar days notice and request by Landlord, Tenant shall sign and return a subordination agreement. You shall not record this Agreement, any part hereof, and/or any other notice indicating that Tenant has any interest (including a leasehold interest) in the Premises. Recording of any such document and/or failure to sign and return a subordination agreement (in the form submitted to Tenant by Landlord and without any changes by Tenant) shall be deemed a material noncompliance with this Agreement.
54. **Parties.** If there is more than one Tenant, the liability of all Tenants shall be joint and several and, if such parties are husband and wife, liability shall be community and separate. Death of one Tenant shall not terminate this Agreement and/or tenancy as to any surviving Co-Tenants. This Agreement shall be binding upon Landlord, Tenant and the parties' heirs. Reference herein to Landlord and/or Landlord's right to send notices, conduct inspections, assess and/or collect fees, take action and/or any other act permitted by law or this Agreement, shall also include Manager, Owner's Agent, an attorney for the Landlord and/or any other person appointed by Landlord to act on Landlord's behalf.

Tenants' Initials: _____



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55. **Authorization to Release Information.** Tenant authorizes Landlord to release information regarding Tenant's residency, including, but not limited to: payment history, notices sent to Tenant, notices sent by Tenant, actual or initiated eviction proceedings. This information may be released to local and/or national credit reporting agencies, courts, law enforcement agencies and, if accompanied by Tenant's written authorization, to other Landlords and/or persons or companies seeking information about Tenant in connection with a request by Tenant for an extension of credit, employment or security clearance.
56. **Construction of Language.** The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. To the extent permissible by law, if the terms of this Agreement and state law conflict, then the terms and provisions of this Agreement shall be controlling. Words used in the masculine, feminine or neuter shall apply to either gender, as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context. Section headings are for reference only and shall not be interpreted to limit the language of any provision herein.
57. **Counterparts, Copies and Digital Storage.** This Agreement, addenda and any other documents required or referred to in this Agreement may be signed in counterpart. Together, all counterparts shall be deemed to constitute one instrument. Both parties hereby agree that: (a) a fully executed fax, copy, scanned image or other digitally stored and/or reproduced copy of this document shall be treated and enforceable as the original, (b) it shall be admissible in all legal and/or administrative proceedings, and (c) the original signed documents may be destroyed without impairing the validity hereof.
58. **Effective Date.** Tenancy and accrual of Rent and other amounts due hereunder shall commence on the date specified in Term, above, but this Agreement shall become effective and binding upon the parties upon the earlier of: (a) execution hereof by both parties or (b) acceptance of possession of the Premises by You, where possession predates Tenant's execution hereof.
59. **Days.** All references herein to days shall mean calendar days unless stated otherwise. A day shall begin at 12:00:00 a.m. and end at 11:59:59 p.m., Arizona time.
60. **Court Modification.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or overly broad, the parties agree that such provision may be modified or stricken by the court to the minimum extent deemed necessary to make it valid, legal and enforceable and that all other provisions of this Agreement shall remain in full force and effect.
61. **Entire Agreement.** This Agreement constitutes the entire agreement between Landlord and Tenant. All prior oral and written statements, negotiations, etc., are merged into this Agreement. In the event this Agreement is signed by an agent for Landlord, Tenant is hereby notified that Landlord's agent has no authority to make any promises, representations or agreements other than those made in writing in this Agreement and Addenda hereto. Tenant hereby warrants that Tenant IS NOT relying upon any such promises, representations and/or agreements that in any way conflict with, nullify or otherwise modify the written terms and conditions stated herein.
62. **Agency relationship of Manager.** Unless expressly provided in a separate, written document, the Manager is the agent of and for the Owner/Landlord and is NOT the agent of or for Tenant.

SPECIAL TERMS

Per lease, the start date is July1, 2019, but will begin when landlord delivers a finished unit with keys to leasee. The lease will actually begin on the date the landlord delivers the unit. Prorated rent shall occur if necessary.

Pets are allowed in unit up to 40 pounds.

Tenants' Initials: _____



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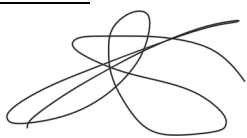
SIGNATURES OF PARTIES

To minimize delay and to reduce the cost of potential litigation, the parties hereby agree to waive their right to a trial by jury. The parties hereto understand that they are entitled to a jury trial for claims arising out of this Rental Agreement and/or the Arizona Residential Landlord and Tenant Act, but knowingly and voluntarily waive this right. This provision shall survive termination hereof.

Tenant has read this entire Agreement and each of the attached Addenda. The terms of each Addendum incorporated herein and made a part of this Agreement by this reference. Tenant acknowledges that s/he understands the terms and conditions contained in this Agreement and each attached Addendum and expressly accepts and agrees to be bound thereby. Tenant hereby acknowledges receipt of the following Addenda (checked below); one or more of the following may be sent electronically to Tenant.

- ☐ A signed copy of this Agreement (additional copies available for \$10.00)
- ☐ Move-in Inspection Form
- ☐ Notice of Termination by Tenant - includes forwarding address and notice of termination/nonrenewal
- ☐ Landlord's Rules and Regulations, including the Fine Schedule
- ☒ Lead-Based Paint Addendum (for rental property built before 1978)
- ☒ Private Pool Safety Notice
- ☐ Covenants, Conditions and Restrictions (CC&R's)
- ☐ Foreclosure Addendum
- ☒ **Special Terms** (see addendum)
- ☐ Other _____


TENANT(S)

<u>Always Love Your Stay Rentals, LLC</u> (Print name)	 _____ (Signature)	<u>5/10/2019</u> Date
_____ (Print name)	_____ (Signature)	_____ Date

LANDLORD. Landlord agrees to be bound by the terms and conditions of this Agreement.
(signature lines if Landlord is one or more natural persons)

<u>Sean Wade</u> (Print name)	 _____ (Signature)	<u>5/10/2019</u> Date
_____ (Print name)	_____ (Signature)	_____ Date

(signature line if Landlord is a business entity)

<u>Pro-Active Invest</u>	<u>Sean Wade</u>	 _____ Signature	<u>Manager</u> Title	<u>5/10/2019</u> Date
Company Name	Print Name of Person Signing			