



Red Hawk Property Management
2451 E Baseline Rd. #410
Gilbert, AZ 85234
Office: 480.396.9766
www.RedHawkPM.com

New Lease Letter

As property managers we have obligations to both you, the resident, and to the owner of the home. A good relationship is possible when both parties understand and fulfill each of their responsibilities and obligations. Clear communication is the key to a successful Landlord/Resident relationship.

Rental Payments – As per your lease, rent is due and payable, in advance, on the first day of each month. Monthly bills will not be sent. Payments are accepted via check, money order, cashier's check, certified funds or online and made payable as per your lease. Payment should be delivered to the below address:

2451 E Baseline Rd. #410, Gilbert, AZ 85234

Please write your address on the payment to ensure proper credit. All accounting is done by address of the property. To avoid any misunderstandings, please put your address on all correspondence with the office. Properties with multiple tenant must pay be one (1) check/payment only.

Partial payments will not be accepted. We do not accept post-dated checks. Rents unpaid beyond the 1st day of the month are delinquent and are subject to a late charge as noted in your lease.

Default of rental payments – If the rent is not paid by the 1st day of the month, we will begin legal proceedings to terminate your lease. You will receive a 5-day notice via certified, regular mail or hand-delivered to the property as required by the Arizona Landlord Tenant Laws. Late fees will be charged as per your Lease Agreement.

Move In Process – On your move in date you will receive a code for a combination lockbox to retrieve 1 door key if all move in steps are completed. All other keys, remotes, etc. will be inside the property with your move in packet.

As a reminder, our office, prior to you receiving keys, must receive the following items:

- Move In Funds paid in full by the due date stated in the lease agreement
- Proof of Renters Insurance
- Proof of Utility Transfer with account numbers and turn on date

We are always ready to answer any questions or to find solutions to any problems. Please don't hesitate to contact us. We look forward to having a wonderful experience with you.

Sincerely,

Gerald (Jerry) Centner
Designated Broker
Red Hawk Property Management
www.RedHawkPM.com
Office: 480-396-9766

REAL ESTATE AGENCY DISCLOSURE AND ELECTIONDocument updated:
November 2024

This document is not an employment agreement



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



1. Firm Name ("Broker") Red Hawk Property Management
2. acting through Gerald (Jerry) F. Centner Jr. LICENSEE'S NAME
3. hereby makes the following disclosure.

DISCLOSURE

4. Before a **Seller or Landlord (hereinafter referred to as "Seller")** or a **Buyer or Tenant (hereinafter referred to as "Buyer")** enters into a discussion with a real estate broker or licensee affiliated with a broker, the Seller and the Buyer should understand what type of agency relationship or representation they will have with the broker in the transaction.
7. **I. Buyer's Broker:** A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In these situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation for services rendered, either in full or in part, from the Seller or through the Seller's broker:
8. a) A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Buyer.
9. b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or similar properties as Buyer is seeking.
10. **II. Seller's Broker:** A broker under a listing agreement with the Seller acts as the broker for the Seller only:
11. a) A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Seller.
12. b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is selling.
13. **III. Broker Representing both Seller and Buyer (Limited Representation Broker):** A broker, either acting directly or through one or more licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a transaction, but only with the knowledge and informed consent of both the Seller and the Buyer. In these situations, the Broker, acting through its licensee(s), represents both the Buyer and the Seller, with limitations of the duties owed to the Buyer and the Seller:
14. a) The broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than stated in the listing or that the Buyer will accept a price or terms other than offered.
15. b) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may be made only with written authorization.
16. Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the performance of the Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known facts which materially and adversely affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2156, Sellers, Lessors and Brokers are not obligated to disclose that a property is or has been: (1) the site of a natural death, suicide, homicide, or any crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. Sellers or Sellers' representatives may not treat the existence, terms, or conditions of offers as confidential unless there is a confidentiality agreement between the parties.
17. **THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER FROM THE RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD CAREFULLY READ ALL AGREEMENTS TO ENSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR UNDERSTANDING OF THE TRANSACTION.**

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ELECTION

40. **AGENCY ELECTION DOES NOT ESTABLISH BROKER COMPENSATION.**

41. Compensation paid by a Buyer or Seller to their Broker is not set by law, is always fully negotiable and the amount
42. chosen shall be documented in a separate written employment agreement after discussion with their Broker. Should
43. a Seller also choose to offer compensation to a Buyer's Broker, the offered amount is also not set by law, is fully
44. negotiable and agreed upon after discussion with Seller's Broker.

45. **(BUYER OR SELLER INITIALS REQUIRED)** _____ / _____

46. **Buyer or Tenant Election** (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker
47. (check any that apply):

- 48. represent the Buyer as Buyer's Broker.
- 49. represent the Seller as Seller's Broker.
- 50. show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and
51. Seller provided that the Seller consents to limited representation. In the event of a purchase, Buyer's and Seller's
52. informed consent should be acknowledged in a separate writing other than the purchase contract.

53. **Seller or Landlord Election** (Complete this section only if you are the Seller.) The undersigned elects to have the Broker
54. (check any that apply):

- 55. represent the Buyer as Buyer's Broker.
- 56. represent the Seller as Seller's Broker.
- 57. show Seller's property to Buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both
58. Seller and Buyer provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and
59. Seller's informed consent should be acknowledged in a separate writing other than the purchase contract.

60. The undersigned Buyer(s) or Seller(s) acknowledge that this document is a disclosure of duties.

61. **I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.**

Sample Only

^ PRINT NAME	^ PRINT NAME
^ SIGNATURE	^ SIGNATURE
MO/DA/YR	MO/DA/YR





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



ATTENTION TENANT!

YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT.

- 1. Read the entire agreement *before* you sign it.
- 2. Review the Rules & Regulations, CC&Rs and all other governing documents, especially if the property is in a homeowner's association.
- 3. You are *strongly* urged to obtain Renter's Insurance.
- 4. Investigate all material (important) facts.
- 5. If a Residential Lease Owner's Property Disclosure Statement is provided, carefully review that document. This information comes directly from the Landlord. Investigate any blank spaces.
- 6. Read and understand your rights and obligations pursuant to the *Arizona Residential Landlord and Tenant Act*, a copy of which can be obtained on the Department of Housing website: www.azhousing.gov.

You can obtain information about considerations when renting a property through the Tenant Advisory at <http://www.aaronline.com>.

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

Verify anything important to you.

Tenant's Check List

Initials>		
	TENANT	TENANT



RESIDENTIAL LEASE AGREEMENT

Document updated:
January 2025



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- 1. **LANDLORD:** Name of Property Owner or identified on Line 331.
PROPERTY OWNER(S) (LANDLORD) NAME(S)
- 2. **TENANT:** Name of Financially Responsible Tenant(s)
TENANT(S) NAME(S)
- 3. Landlord and Tenant enter into this Residential Lease Agreement ("Lease Agreement") on the terms contained herein. Landlord
- 4. rents to Tenant and Tenant rents from Landlord, the real property and all fixtures and improvements thereon and appurtenances
- 5. incident thereto, plus personal property described below (collectively the "Premises").
- 6. Premises Address: _____
- 7. City: _____ AZ, Zip Code: _____
- 8. **Personal Property included and to be maintained in operational condition by Landlord:**
- 9. Washer Dryer Refrigerator Range/Oven Dishwasher Microwave
- 10. Other: See Additional Terms
- 11. **Occupancy:** The Premises shall be used only for residential purposes and only by the following named persons:
- 12. As Listed in line 2, any minor children/dependents and no one else.
- 13. _____
- 14. **Assignment and Occupancy Restrictions:** Only persons listed above may occupy the Premises or any part thereof without Landlord's
- 15. prior written consent. If Tenant attempts to sublet, transfer, or assign this Lease Agreement and/or allows any persons other than those listed
- 16. above to occupy the Premises without Landlord's prior written consent, such act shall be deemed a material non-compliance by Tenant
- 17. of this Lease Agreement and Landlord may terminate this Lease Agreement.
- 18. **Addenda Incorporated:** Lead-based Paint Disclosure Seller Compensation
- 19. Other: Addendum #1, Tenant Handbook, Animal Addendum, & See Additional Terms.
- 20. **Term:** This Lease Agreement shall begin on Date of Move In at 9:00 AM and end on Lease End Date at 4:00 PM,
MO/DA/YR TIME MO/DA/YR TIME
- 21. at which time this Lease Agreement shall automatically continue on a month-to-month basis, with all other terms and conditions set forth
- 22. herein remaining the same, unless either party provides written notice to the other of their intention to terminate the Lease Agreement.
- 23. Notice to terminate the Lease Agreement at the end of the original term shall be given on or prior to the last rental due date of the original
- 24. term. Notice to terminate, if on a month-to-month basis, shall be given thirty (30) days prior to the periodic rental due date. At lease
- 25. termination Tenant shall return all keys/garage door/entry gate openers as described herein and vacate the Premises.
- 26. **IF TENANT WILLFULLY FAILS TO VACATE THE PREMISES AS PROVIDED FOR IN THIS LEASE AGREEMENT, LANDLORD**
- 27. **SHALL BE ENTITLED TO RECOVER AN AMOUNT EQUAL TO BUT NOT MORE THAN TWO (2) MONTHS' PERIODIC RENT**
- 28. **OR TWICE THE ACTUAL DAMAGES SUSTAINED BY LANDLORD, WHICHEVER IS GREATER, AS PROVIDED FOR IN THE**
- 29. **ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT ("ARLTA").**
- 30. **Earnest Money:** No Earnest Money is required.
- 31. Earnest Money is required in the amount of \$ Equal to one month's rent
- 32. Until offer is accepted, Landlord is entitled to lease the Premises to another tenant.
- 33. **Form of Earnest Money:** Personal Check Cashier's Check Other: Online Payment
- 34. Upon acceptance of this offer by Landlord, Earnest Money will be deposited with:
- 35. Broker's Trust Account Red Hawk Property Management
- 36. Landlord (PRINT BROKERAGE FIRM'S NAME)
- 37. Other: N/A

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LANDLORD	LANDLORD

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Initials>

TENANT	TENANT



Residential Lease Agreement >>

38. All Earnest Money shall consist of immediately available funds and is subject to collection. In the event any payment for Earnest Money is dishonored for any reason, at Landlord's option, Landlord shall be immediately released from all obligations under this Lease Agreement by notice to Tenant. Upon acceptance of this Lease Agreement by all parties, all Earnest Money shall be applied to deposits and/or initial rents.

42. **Periodic Rental Due Date:** The Rent and all other accrued charges shall be due and payable no later than 5:00 p.m. on the 1st day of each month (regardless of weekends or holidays). Rent shall be payable in advance without deductions or offsets. Landlord is not required to accept a partial payment of Rent or other charges.

45. **Note: On and after January 1, 2025, cities, towns and other taxing jurisdictions may no longer levy a transaction privilege tax ("Sales Tax") on the leasing of real property for residential purposes. Short-term rentals as defined by A.R.S. 42-5070 must still pay a Sales Tax.**

48. **A Landlord may not charge a Tenant any amount traceable to the repealed Sales Tax.**

49. **Rent:** Tenant shall pay monthly installments of \$ Rent + Monthly Processing Fee ("Rent") to: Red Hawk Property Management, at: 2451 E Baseline Rd Ste 410 Gilbert, AZ 85234.

51. **Late Charges and Returned Payments:** A late charge of \$ 100 on 2nd+\$20daily shall be added to all Rent not received by 5:00 p.m. on the due date or _____ days after due date and shall be collectible as Rent. Tenant shall pay a charge of \$ 75.00 for all funds dishonored for any reason, in addition to the late charge provided herein. These additional charges shall be collectible as Rent. If a Rent payment has been returned unpaid for any reason, Landlord shall be entitled to demand that all sums due pursuant to this Lease Agreement be paid in the form of a cashier's check or money order.

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

59. **Rent Proration:** If Rent is being prorated for a period other than a full month, Tenant shall pay on date MO/DA/YR \$ Prorated Rent + Prorated Monthly Processing Fee for the prorated period beginning MO/DA/YR and ending MO/DA/YR.

61. **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 tenant from voluntarily paying more than one and one-half month's Rent in advance. The breakdown of the deposit amounts shown below is solely for the purpose of showing how such amounts were calculated and does not limit a landlord's right to use all deposit amounts as permitted by the ARLTA. Deposits may be placed in interest-bearing accounts, which interest shall be retained by the Broker or Landlord.**

67. **REFUNDABLE DEPOSITS SHALL NOT BE USED AS A CREDIT TOWARDS LAST MONTH'S RENT.**

68. **Initial Rent Payment:** \$ Full Month's Rent

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

71. Security deposit: \$ Equal to 1 Month's Rent

72. Pet deposit: + \$ N/A (assistive and service animals are not considered "pets")

73. Cleaning deposit: + \$ N/A

74. **Non-refundable Charges Due:**

75. Cleaning Fee: + \$ N/A (for additional cleaning and sanitizing of the Premises after Tenant vacates)

76. Redecorating Fee: + \$ N/A (for periodic repair/replacement of floor and window coverings, paint and decorative items after Tenant vacates)

77. Pet Cleaning Fee: + \$ N/A (for additional wear, tear and cleaning after Tenant vacates) (assistive and service animals are not considered "pets")

78. Other Fee: + \$ See Additional Terms (for See Additional Terms)

79. **Total Required Payment:** \$ Line 68 + 71 + 78

80. Less Earnest Money - \$ Same as line 31

81. **BALANCE DUE (CERTIFIED FUNDS):** \$ Line 79 - Line 80 to be delivered to Landlord on or before Two days prior to Move-In MO/DA/YR

82. **Refundable deposits will be held:** by Landlord in Broker's Trust Account Red Hawk Property Management BROKERAGE FIRM NAME

LANDLORD LANDLORD

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Initials>

TENANT TENANT



Residential Lease Agreement >>

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

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

99. **Pets** (including, but not limited to animals, fish, reptiles or birds): Assistive and service animals are not considered "pets."
100. No pets allowed. Tenant agrees not to keep or permit any pets on the Premises without prior written consent of Landlord.
101. Landlord hereby grants Tenant permission to keep the following described pet(s) on the Premises:
102. If Pet is approved, information will go here. _____ and Tenant
103. is required is not required to maintain a liability insurance policy to cover any liability incurred due to pet(s) with a
104. minimum of \$ 100,000.00 coverage and cause Landlord to become an "additional insured" under the policy.

105. **Keys:** Landlord agrees to deliver to Tenant keys for Premises: 2 Door Pool Mail Box
106. Entry Gate Other: _____ and garage door openers upon possession.
107. Tenant shall pay Rent and shall remain responsible for the security of the Premises until all keys and garage door openers have been physically returned to Landlord/Property Manager/Authorized Representative or otherwise satisfactorily accounted for by Tenant. Leaving keys/garage door opener/entry gate opener in or on the Premises will not be considered returned unless expressly authorized by Landlord in writing. Tenant agrees to pay all costs related to replacing lost or unreturned keys and/or garage door/entry gate openers. Tenant shall not change the locks or add a deadbolt lock without Landlord's written consent. Tenant acknowledges that unless otherwise provided herein, Premises have not been re-keyed.

113. **Utilities:** Tenant agrees to arrange, and pay for when due, all utilities except: No Exceptions
114. _____

115. **Association:** Premises is located within a community association(s): Yes No If Yes, explain: _____
116. Name of HOA if applicable _____

117. **Association Dues:** If applicable, homeowners' and other association dues and assessments shall be paid by Landlord.

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

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

127. **Upkeep of the Premises:** Tenant has completed all desired physical, environmental or other inspections and investigations of the Premises and is satisfied with the physical condition, except as otherwise noted in writing. Tenant shall maintain the Premises in a neat and undamaged condition and, in particular, shall comply with applicable provisions of building codes, homeowners' association or other rules and regulations; maintain the Premises in a clean and safe condition; dispose of all ashes, rubbish, garbage and other waste; keep and use all plumbing and electrical, sanitary, heating, ventilating and air conditioning facilities and elevators and other facilities and appliances in a clean and reasonable manner; and generally conduct themselves and others in their charge, including pets, in a manner so as not to disturb their neighbors or in any way, deface, damage, impair or otherwise destroy any part of the Premises. Tenant shall immediately notify Landlord of any situation or occurrence that requires Landlord to provide maintenance,

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135. make repairs, or otherwise requires Landlord to take action as required by the ARLTA, including, but not limited to any moisture
136. conditions from any source, leaks, evidence of mold/mildew, or of any inoperative mechanical, plumbing or electrical system or
137. component thereof. In the event Tenant notifies Landlord in writing of any condition requiring Landlord to make repairs or perform
138. maintenance, such notice shall constitute permission from Tenant for Landlord to enter the Premises for the sole purpose of
139. making the repairs or performing the maintenance requested. If Tenant fails to comply with such requirements, Landlord may
140. make necessary repairs and submit a bill to Tenant subject to the provisions of the ARLTA. Tenant also agrees to replace furnace
141. filters, air conditioning filters, light bulbs, water filters and smoke alarm and/or carbon monoxide detector batteries as frequently
142. as conditions require, or as otherwise provided. Landlord agrees to maintain the Premises as provided in the ARLTA and shall
143. comply with the requirements of applicable building codes, homeowners' association or other rules and regulations, make all repairs
144. necessary to keep the Premises in a fit and habitable condition.

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

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

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

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

163. **VIOLATION OF THIS PROVISION SHALL CONSTITUTE A MATERIAL AND IRREPARABLE VIOLATION OF THIS LEASE**
164. **AGREEMENT AND CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY.**

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

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

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

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

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

180. OR

181. Premises were constructed in 1978 or later.

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

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

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

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Residential Lease Agreement >>

- 189. **Fire Sprinklers:** The Premises does **does not** contain fire sprinklers. If yes, Tenant shall notify Landlord if the
190. sprinklers are not working properly or are missing from the Premises.
- 191. **Alterations and Improvements:** Tenant shall not make any alterations, changes or improvements to the Premises without
192. Landlord's prior written consent. Tenant may be held responsible for any damages resulting from unauthorized alterations,
193. changes or improvements as well as the cost to restore the Premises to its move-in condition.
- 194. **Tenant Liability/Renter's Insurance:** Tenant assumes all liability for personal injury, property damage or loss, and insurable
195. risks except for that caused by Landlord's negligence. Landlord strongly recommends that Tenant obtain and keep renter's
196. insurance in full force and effect during the full term of this Lease Agreement.
- 197. **Access:** Tenant shall not unreasonably withhold consent to Landlord or Landlord's representative(s) to enter into the Premises to inspect;
198. make necessary or agreed repairs, decorations, alterations or improvements; supply necessary or agreed services; or exhibit the Premises
199. to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. Landlord may enter the Premises without consent of
200. Tenant in case of emergency. Landlord shall not abuse the right to access or use it to harass Tenant. Except in case of emergency,
201. Tenant's written request for repairs, or if it is impracticable to do so, Landlord shall give Tenant at least two days' notice in writing of the
202. intent to enter and enter only at reasonable times.
- 203. **Tenant Obligations upon Vacating Premises:** Upon termination of this Lease Agreement, Tenant shall surrender the Premises
204. to Landlord in the same condition as when the Agreement term commenced, reasonable wear and tear excepted; all debris will
205. be removed from the Premises; mail forwarded; and keys/garage door opener/entry gate opener returned to Landlord/Property
206. Manager/Authorized Representative. Tenant shall have all utilities on until completion of the move-out inspection. Tenant may be
207. present at the move-out inspection and, upon request, the Tenant shall be notified when the move-out inspection will occur.
- 208. **Trustee's Sale Notice:** Per A.R.S. § 33-1331 Landlord shall notify Tenant in writing within five (5) days of receipt of a notice of trustee's
209. sale or other notice of foreclosure on the Premises. Tenant shall notify Landlord immediately upon receipt of any notice of trustee's sale
210. or other notice on the Premises. Landlord shall not allow the Premises to be foreclosed.
- 211. **Death of Tenant:** Tenant may provide and update Landlord with the name and contact information of a person who is authorized to
212. enter the Premises to retrieve and store Tenant's personal property if Tenant dies during the term of this Lease Agreement. In the event
213. of Tenant's death during the term of this Lease Agreement, Landlord may release Tenant's personal property pursuant to the ARLTA.
- 214. **Breach:** In the event of a breach of this Lease Agreement, the non-breaching party may proceed against the breaching party in
215. any claim or remedy that the non-breaching party may have in law or equity.
- 216. **Attorney Fees and Costs:** The prevailing party in any dispute or claim between Tenant and Landlord arising out of or relating to this
217. Lease Agreement shall be awarded all their reasonable attorney fees and costs, along with all costs and fees incurred as a result of any
218. collection activity. Costs shall include, without limitation, expert witness fees, fees paid to investigators, and arbitration costs.
- 219. **Servicemembers' Civil Relief Act:** If Tenant enters into military service or is a military service member and receives military orders
220. 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
221. ninety (90) days or more, Tenant may terminate this Lease Agreement by delivering written notice and a copy of Tenant's official
222. military orders to Landlord. In such a case, this Lease Agreement shall terminate thirty (30) days after the next monthly rental payment
223. is due. Military permission for base housing does not constitute a change of permanent station order.
- 224. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Lease Agreement shall be treated as an original.
225. This Lease Agreement and any other documents required by this Lease Agreement may be executed by facsimile or other electronic
226. means and in any number of counterparts, which shall become effective upon delivery as provided for herein, except that the Lead-
227. based Paint Disclosure Statement may not be signed in counterpart. All counterparts shall be deemed to constitute one instrument,
228. and each counterpart shall be deemed an original.
- 229. **Entire Agreement:** This Lease Agreement, and any addenda and attachments, shall constitute the entire agreement between Landlord
230. and Tenant, shall supersede any other written or oral agreements between Landlord and Tenant and can be modified only by a writing
231. signed by Landlord and Tenant. The failure to initial any page of this Lease Agreement shall not affect the validity or terms of this Lease
232. Agreement.
- 233. **Time of Essence:** Time is of the essence in the performance of the obligations described herein.
- 234. **Arizona Law:** This Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 235. **Waivers:** No waiver by Landlord of any provision herein shall be enforceable against Landlord unless in writing signed by Landlord, nor
236. shall it be deemed a waiver of any other provision herein or of any subsequent breach by Tenant of the same or any other provision.
237. Landlord's consent to or approval of any act shall not constitute a continuing consent to or approval of any subsequent act by Tenant.
- 238. **Subordination:** This Lease Agreement shall be subordinate to all present and future ground leases, mortgages, deeds of trust and
239. any other encumbrances consented to by Landlord and also to any modifications or extensions thereof. Tenant agrees to execute any
240. subordination agreements or other similar documents presented by Landlord within three (3) days of delivery.
- 241. **Permission:** Landlord and Tenant grant Brokers permission to advise the public of this Lease Agreement and the price and terms herein. >>

		Residential Lease Agreement • Updated: January 2025			
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					TENANT



Residential Lease Agreement >>

- 242. **Equal Housing Opportunity:** Landlord and Brokers comply with federal, state, and local fair housing laws and regulations.
- 243. **Construction of Language:** The language of this Lease Agreement shall be construed according to its fair meaning and not
- 244. strictly for or against either party. All singular and plural words shall be interpreted to refer to the number consistent with circumstances
- 245. and context.
- 246. **Court Modification:** If any provision of this Lease Agreement is found by a court to be invalid, illegal or vague, the parties agree
- 247. that such provision shall be modified or stricken by the court to the minimum extent deemed necessary to make it valid, legal and
- 248. enforceable and that all other provisions of this Lease Agreement shall remain in full force and effect.
- 249. **Days:** All references to days in this Lease Agreement shall be construed as calendar days and a day shall begin at 12:00 a.m.
- 250. and end at 11:59 p.m.
- 251. **Notices:** Unless otherwise provided for by statute or by agreement of the parties, all notices herein shall be in writing and
- 252. shall be delivered to Landlord at the address set forth herein and to Tenant at the Premises and shall be sent by registered or
- 253. certified mail, or personally delivered. Such notice shall be deemed received on the date the notice is actually received or
- 254. five (5) days after the date the notice is mailed by registered or certified mail, whichever occurs first.
- 255. **Additional Terms:**
- 256. *NO SMOKING allowed inside the property.
- 257. * Washer and Dryer are "as is" and are provided as a courtesy. If the washer or dryer
- 258. breaks, Landlord will not repair. The tenant may do so if they wish. Tenant is not to
- 259. remove washer and dryer from property at the end of this lease term. *Lines 217-219
- 260. include Attorney/Collection Fees. *Line 49 includes Rent of \$ _____ and 1% Monthly
- 261. Processing fee of \$ _____. *Line 59 includes Prorated Rent of \$ _____ and 1% Prorated
- 262. Monthly Processing fee of \$ _____. *Line 78 includes \$150 Tenant Set Up Fee, **\$xx.xx
- 263. Prorated Rent as defined on lines 59-60, 1% Monthly Processing Fee, and Non Refundable
- 264. Pet Fee \$500.00.
- 265. *In addition to those listed on line 19, the following Addendums are fully incorporated
- 266. into this lease: Tenant Information for HOA, Utility Information, Smoke Free Addendum
- 267. and Pest Addendum.
- 268. *Monthly Processing Fee of 1% is discounted from our standard 2%. Monthly Processing Fee
- 269. will increase to 2% at the end of original lease term.
- 270. **If move-in date is the 19th or later, prorated is due at move in. If Move-In date is before the 19th, prorated
- 271. rent is due the 1st of the following month. ***\$500 per pet non-refundable pet fee only applies with approved
- 272. **Tenant Acknowledgment:** By signing below, Tenant acknowledges that: (i) A free copy of the Arizona Residential Landlord
- 273. and Tenant Act is available through the Arizona Department of Housing; (ii) Landlord shall furnish upon move-in, a move-
- 274. in form for specifying any existing damages to the Premises and Tenant shall return the completed move-in form to Landlord
- 275. within five (5) days or 10 days of occupancy or Tenant accepts the Premises in its existing condition; (iii)
- 276. Tenant is hereby notified that Tenant is entitled to be present at the move-out inspection; (iv) Tenant understands and
- 277. agrees to the terms and conditions of this Lease Agreement, and acknowledges a receipt of a copy of all (eight) 8 pages of
- 278. the Lease Agreement and any addenda.
- 279. **INDEMNITY AND RELEASE: THE PARTIES TO THIS LEASE AGREEMENT AGREE TO INDEMNIFY AND HOLD HARMLESS**
- 280. **BROKERS, PROPERTY MANAGERS, AND ANY OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES OR EMPLOYEES**
- 281. **FROM ANY LOSS, CLAIM, LIABILITY OR EXPENSE ARISING FROM INJURY TO ANY PERSON OR DAMAGE TO OR**
- 282. **LOSS OF ANY PROPERTY, IN ANY WAY CAUSED BY THE PARTIES AND TENANT'S FAMILY, GUESTS, INVITEES,**
- 283. **AGENTS, PETS OR OTHERS UNDER THEIR CONTROL.**
- 284.

(LANDLORD'S INITIALS REQUIRED) _____
- 285.

(TENANT'S INITIALS REQUIRED) _____
- 286. **Terms of Acceptance:** This offer will become a binding lease agreement when acceptance is signed by Landlord and a signed
- 287. copy delivered in person, by mail, facsimile or electronically, and received by Broker on behalf of Tenant if applicable, or by Tenant
- 288. no later than 24 hours after being sent _____, _____ at _____ a.m. p.m., Mountain Standard Time. Tenant may
- 289. withdraw this offer at any time prior to receipt of Landlord's signed acceptance. If no signed acceptance is received by this date and
- 290. time, this offer shall be deemed withdrawn.

>>

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Residential Lease Agreement >>

318. Person authorized to receive service of process, notices, and demands is:

319. _____
NAME / LANDLORD'S NAME

320. c/o Gerald(Jerry) F. Centner Jr. (480) 396-9766
PROPERTY MANAGER / AUTHORIZED REPRESENTATIVE TELEPHONE

321. 2451 E. Baseline Rd. Ste 410 Gilbert AZ 85234
ADDRESS CITY STATE ZIP CODE

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

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

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

331. _____
^ SIGNATURE OF LANDLORD OR PROPERTY MANAGER (IF AUTHORIZED) MO/DA/YR

332. _____
PRINT LANDLORD NAME

333. _____
^ SIGNATURE OF LANDLORD OR PROPERTY MANAGER (IF AUTHORIZED) MO/DA/YR

334. _____
PRINT LANDLORD NAME

335. Gerald (Jerry) F. Centner Jr.
PRINT PROPERTY MANAGER NAME

336. 2451 E. Baseline Rd. Ste 410 _____
ADDRESS ADDRESS

337. Gilbert AZ 85234 _____
CITY STATE ZIP CODE CITY STATE ZIP CODE

338. **OFFER REJECTED BY LANDLORD OR PROPERTY MANAGER (IF AUTHORIZED):**
339. _____
MONTH DAY YEAR (LANDLORD'S INITIALS)

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

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Initials> _____
TENANT TENANT



ADDENDUM #1

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT – READ IT CAREFULLY

This is an addendum to the Lease originated Lease Start Date between Name of Owner as represented by Red Hawk Property Management and the Tenants, Names of Financially Responsible Tenant(s), for the property located at Property Address.

1. **SECURITY DEPOSITS:** The Security Deposit is to ensure Tenants compliance with this Agreement. The Security Deposit shall be held as stated in your Lease Agreement. The Security Deposit shall be applied and refunded pursuant to Arizona Law
 - a. Landlord will refund to Tenants all refundable deposits held upon the following events: (1) Tenants have complied with the terms and conditions of this Agreement including the payment of all sums due for Rent, late fees, other assessed fees and damages; (2) Tenants delivered a written notice of intent to vacate as provided herein or by law; (3) Tenants make an appointment with Landlord for inspection of the Premises on the move out date; (4) Tenants surrender the Premises to Landlord in as good order and repair and in a clean, habitable, move-in ready condition. (5) Tenant is to have carpets professionally cleaned and house professionally maid cleaned with **receipts delivered to Landlord**; (6) Tenants surrender all keys, openers, permits and property owned by Landlord; and (7) Tenants make written demand for the remaining security deposit.
 - b. However, if the Premises are delivered to the Landlord in an unclean, damaged or unacceptable condition, Landlord shall be entitled to retain all or a portion for the security/refundable deposits and hold the Tenants liable for any additional charges. Excessively dirty or stained carpets are considered damaged and therefore security deposits may be retained to restore carpets to move-in condition. Security Deposits are kept if carpets have not been professionally cleaned and maid service is deemed necessary by Landlord after Tenants vacate. Landlord will provide to Tenants a written notice detailing the reason for retention as required by Arizona Law.
 - c. Tenants agree that Landlord may refund said deposit to any or all Tenants. Tenants agree Landlord shall have no liability or responsibility for issuing deposits to any particular tenant in full or making a division thereof; Tenants, each of them, shall indemnify, and hold harmless, the Landlord from any expenses, claims or liabilities due to Tenants' deposit apportionment.

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2. **ADDITIONAL FEES/FINES:** (1) A \$50 notice processing fee shall be charged to the Tenants for any notice that needs to be sent for any reason of non-compliance, including but not limited to 5-day notice of non-payment, 5-day NSF notice, HOA notices, breach of contract notices, maintenance fee notices, etc. (2) Any HOA fines incurred due to Tenants' violation of HOA rules will be assessed to the Tenants. In the event that Landlord receives an HOA violation notice of any kind (Courtesy, violation, or fine or otherwise) or a need for a 10 day breach of contract notice occurs, Tenants shall incur a minimum \$50 notice processing fee and will be responsible for any fines incurred due to Tenants violation. Please note, this notice fee will not be waived for any reason. (3) In the event that any repair contractor determines that the repair was needed due to Tenant cause, neglect, or they find that nothing in need of repair, the Tenants will be responsible for said charges and service fees in addition to the notice fee. Should the tenant miss a scheduled appointment with a vendor, Tenant will be responsible for any costs associated with missing the appointment in addition to the notice fee. (4) An Eviction processing fee (minimum of \$500) will be charged to the Tenants on the 14th on the month for non-payment of the rent. (5) Should the tenant be Evicted for any reason the Eviction Processing Fee (minimum of \$500) will apply. These fees/fines are due immediately and payable to Red Hawk Property Management. (6) Landlord may hire a landscaper and/or pool service at his sole discretion and increase the Tenants rent to cover the cost (minimum of \$100/month per service), if the property is not being maintained properly. (7) Written notice will be provided to the Tenants of all fees and/or fines.

3. **ADDITIONAL LEASE TERMS:** (1) Red Hawk Property Management does not provide mail box keys for Rental Property. Tenants are to contact post office closest to Rental Property for mailbox location and list of vendors authorized to change the lock. If Tenants do not change mail box lock, an alternative mailing address must be provided.

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(2) Upon receipt of 30 day written notice, Tenants will be charged a minimum of a \$110 re-key fee plus applicable taxes to pay with their last month's rent.

(3) At expiration of this Lease, this Lease will automatically renew on a month-to-month basis, unless Tenants gives Landlord a 30 day written notice of Tenants intent to vacate by delivering to Landlord a 30 day written notice to vacate on or before the 1st day of the rental period or unless Landlord, at its sole option, chooses to not renew this Lease, and in such case, Tenants agree to vacate on the expiration date of the Lease. A rental period is the 1st day of the month through the final day of the month. The rent may increase upon the expiration date if a 30 day prior written notice of such an increase is provided to Tenants. Should lease go to month-to-month at the expiration of this lease, Rent will automatically increase \$100/month plus applicable taxes and fees. Upon execution of a lease renewal, a \$75 lease renewal fee will be applied to Tenants account.

(4) Any change of the terms of the Lease Agreement requested by the Tenant will result in a \$150.00 Lease Change Fee.

(5) Tenants shall not make any alterations or improvements of any kind without Landlord's prior written consent. Tenants shall not decorate or alter the unit, patio or balcony area, change door locks, add a new lock, have a waterbed, have a trampoline, install a pool and/or spa of any kind, sublet, or park a motorized vehicle in the premises without written permission from the Landlord. Tenants are to keep all walls clean and unmarred. Command like products may be used for hanging pictures, nails are prohibited. The use of LED strip lights are prohibited as they will cause damage to the walls which will result in the painting of the full bedroom, which will be charged to the tenant. If damage from adhesive products occur, tenant will be charged for damages/repairs.

(6) The parties agree that communication may be in electronic format (email/text messages) as long as receipt by the other party is verified.

(7) Unless otherwise noted in the Lease Agreement, if the premises has an ice maker, built in grill/BBQ, water feature, water softener, reverse osmosis system, etc. they are provided as a courtesy and are as-is. It will be the Landlord's sole discretion if they would like to repair the item.

(8) This is a non-smoking residence and smoking in any form is prohibited.

(9) Marijuana in any form is prohibited.

(10) The Tenant must change air filters on a monthly basis, or more frequently, whichever is necessary.

4. **ACCESS:** Landlord will not enter Tenants' unit without prior 2 day notice except to deal with an emergency or when Tenants requests repairs in writing. Tenants further agree that this notification to Landlord of service of maintenance request grants Landlord authority to enter the unit at all reasonable times for the purpose of that request. Landlord must have advance written permission from Tenants to open Tenants' unit for others (i.e. delivery personnel, service personnel, friends, etc.). Tenants is aware that under these circumstances, Landlord is not responsible for lost or stolen articles, subject to existing law. Tenants allows that the property may be shown during the last thirty (30) days of the tenancy to prospective tenants, buyers, or others with proper notice.

5. **RENTERS INSURANCE:** To the maximum allowed by law, Tenants assumes all liability for personal injury, property damage or loss, and insurable risks. Landlord requires that Tenants obtain and keep renter's insurance in full force and effect during the full term of this Agreement and provide Landlord proof thereof and name Landlord as an additional insured. Tenants hereby acknowledges that the Landlord is not the insurer of the Tenants' personal property. Tenants is required to carry renter's insurance and must provide the landlord a copy within ten days of executing the lease agreement. Proof of Renter's Insurance must be provided within 10 days of move-in or rent will automatically increase by \$50/month as a penalty. Updated Proof of Insurance is the Tenants responsibility to provide to Landlord any time it renews or changes. If not provided, the \$50 penalty automatically applies. The landlord shall not be held responsible for food spoiling, utility billing, or personal property damage due to loss of power or malfunctioning appliances.

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6. **PET RESTRICTIONS:** No Animals or Pets are allowed on the premises, no exceptions. Animals/pets allowed as listed on Lease Agreement. The Tenants agree to specifically identify in writing the sex and breed of every animal living on the premises. The Tenants agree to provide proof of licensing and up-to-date shot records for each of these animals. The Tenants agree to comply with all community/city/state rules and regulations regarding pets. The Tenants agree to maintain an insurance policy that covers the pet(s)/animal(s) and agree to name the Landlord as an additional insured on that policy (assistive animals are exempted from this requirement). **Tenants agree to not permit any other animals to visit or live in the rental premises.** Written permission by the Landlord and a pet fee is required for each animal brought onto the premises (assistive animals are exempted from paying a pet fee). No animal that has a history of aggressive acts, injury to a person (including the owner of the animal) or another animal, or damage to property is allowed on the premises. A fine of **\$1000.00** will be owed if any animal is brought on the premises without Landlord's knowledge and prior written consent.

7. **LEASE BUY OUT OPTION:** If Tenants should terminate their lease prior to the Lease End Date as stated in Lease Agreement, or the agreed upon renewal date, the following option can be taken. The Tenants shall pay amount equal to TWO (2) Months Full Rent plus rental tax and fees as per your lease as an "Early Termination Buy Out Fee" plus a \$500.00 Administrative Fee. This amount will be due at the time the thirty (30) day notice is given and no portion of the Tenants deposits shall be used towards the "Early Lease Termination Buy Out Fee" or Administrative Fee. TERMS: 1) Fee must be paid in certified funds only. 2) A full 30 day notice must be given prior to move-out and the fees do not offset rent in any way, nor can the deposit be used for fees. 3) Tenants must deliver keys to Red Hawk Property Management upon termination of 30 day notice. 4) The "Early Lease Termination Buy Out Fee" and Administrative Fee will not be considered additional rent. 5) If Tenants received a move-in special, for example-one month free on a 12-month lease, this amount shall be due back in addition to the "Early Lease Termination Buy Out Fee" and the Administrative Fee. 6) It is understood that a breach of these terms will constitute a "skip on the part of the Tenants and collection of the entire lease term and damages, including attorney fees and Landlord marketing fees will be strictly enforced.

8. **CRIME FREE:** The Landlord hereby informs the Tenants that this property participates in the crime-free rental program. Any person arrested and convicted of a felony in the past five years or released from any prison or jail in the past five years is prohibited from living on or visiting the rental property. In the event that you or your guests are involved in a crime in or around the rental property, you will be immediately evicted for that action. The Tenants agree to abide by all city and state laws and codes. **THE USE OF MARIJUANA IS STRICTLY PROHIBITED BECAUSE MARIJUANA IS A BANNED SUBSTANCE UNDER FEDERAL LAW.** Failure to comply with this paragraph may result in an immediate eviction. Tenants further agree to report any actions by others that violate federal, state or city laws. Tenants agree that any police report made that involves the Tenants, their guest or the rental property may be admitted as evidence and hereby waives any hearsay objections.

In consideration of the execution of or renewal of a lease of the unit identified in the rental agreement, the parties agree as follows:

- a. Tenants, any members of the Tenants' household or a guest or other person under the Tenants control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. Drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act {21 U.S.C. 802}).
- b. Tenants, any member of the Tenants' household or a guest of other person under the Tenants control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.
- c. Tenants, any member of the household or guest, will not permit the unit to be used for, or to facilitate, criminal activity, including drug-related, regardless of whether the individual engaging in such activity is a member of the household or guest.
- d. Tenants, any member of the Tenants' household or guest, or another person under the Tenants control, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance as defined in A.R.S. 13-3451 and Federal Law, at any locations, whether on or near the premises or otherwise.
- e. Tenants, any member of the Tenants' household, or a guest or another person under the Tenants control shall not engage in any illegal activity, including prostitution, as defined in A.R.S. 13-1211, criminal street gang activity as defined in A.R.S. 13-105 and 13-2308, threatening or intimidating as prohibited in A.R.S. 13-1202, assault as prohibited in A.R.S. 13-1203 including but not limited to the unlawful discharge of firearms, on or near the premises or any breach of the rental agreement that otherwise jeopardizes the health, safety and

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welfare of the landlord, his agent or other Tenants or involving imminent or actual serious property damage, as defined in A.R.S. 33-1368 (A).

- f. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the rental agreement under A.R.S. 33-1368. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.
- g. In case of conflict between the provisions of this addendum and any other provisions of the rental agreement, the provisions of the addendum shall govern.
- h. Tenants hereby authorize Landlord to use all police generated reports as direct evidence in all eviction hearings and trials for violation of this addendum.
- i. Tenants authorize owner/agent to run criminal background checks and/or credit checks at any time before, during or after the tenancy.
- j. This ADDENDUM is incorporated into the rental agreement executed or renewed this day between Landlord and Tenants. Tenants acknowledge that if the lease is terminated all rental concessions were become due and owing and that the Tenants will be liable for lease-break fees and all rent due for the remainder of the lease term.

9. **JURY TRIAL AND CLASS ACTION WAIVER AND ATTORNEY FEES:** The Landlord and the Tenants hereby waive their right to a jury trial and to participate in a class action lawsuit against the other party. The prevailing party to any lawsuit or other legal action is entitled to attorney fees and costs.

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

11. **COLLECTION FEES:** Should the Tenants have an outstanding balance 10 days after vacating the property, Tenants will be sent for collections and any fees incurred as a result of any collection activity, including the use of a collection company or lawyer, will be the responsibility of the Tenants in addition to the outstanding amount due.

12. **SECURITY NOT PROMISED:** Tenants have inspected and acknowledge that all door and window locks, security alarm systems and/or smoke detectors are in sound working order. Tenants further understand and acknowledge that although the Landlord and Owner make every effort to make the Premises safe and secure, this in no way creates a promise of security. Tenants understand and agree that Tenants' safety and security is Tenants' own personal responsibility.

13. **PROPERTY INSPECTIONS:** Tenants can expect periodic inspections to be done by Landlord and/or his agents. These inspections will be scheduled with the tenant to be performed during normal business hours, Monday – Friday, 8am – 4pm. Should Tenant cancel a scheduled appointment within 24 hours before your scheduled inspection date, there will be a \$75 rescheduling fee charged to the Tenant. No shows are also charged a \$75 No Show Fee. Notice Fees will also apply. Failure to allow for property inspections is a breach of contract.

14. **DUTY TO REPORT:** The Tenants agree to report all issues that may negatively affect the rented premises (ie: water leaks, roofing problems, existence of mold, or other health or safety issues). In the event the Tenants fails to report any problem that they know of or should have discovered, the Tenants may be evicted and waives any other claims for damages to their personal possessions, their health or safety. Tenants may be charged for any damages that should have been discovered and not reported.

15. **SATELLITE DISHES:** Tenants agree that if the Tenants elects to install a satellite dish, they shall comply with all FCC regulations and any other restrictions that restrict the placement of the dish (state, HOA, etc.). The Landlord will not unreasonably prohibit placement of said satellite dish but will prohibit the Tenants from attaching the dish directly to the Landlord's property in any manner (ie: nails or screws) unless the Landlord gives written consent for the permanent placement of the dish. Tenants must obtain insurance to cover the installation of the dish, naming the Landlord as an additional insured. The satellite dish must be removed from the premises upon vacating.

16. **DROP BOX:** Tenants understands that they may use the night slot/drop box to tender their monthly rent. However, Tenants uses it at their own risk. Landlord does not warrant security on the drop box should the rent be lost, stolen, or

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otherwise removed from a third party. Tenants agree to reimburse the Landlord immediately for the rent that was allegedly delivered to the drop box within five days of written demand, even if they have placed a trace on those funds.

17. **LOST MONEY ORDERS:** Tenants agree that it is their responsibility to deliver rent to the Landlord. Tenants agree that in the event a money order (certified funds) is lost or misplaced, it is the Tenants' responsibility to trace that money order. Tenants must place that lost or misplaced money order immediately, and provide the Landlord with proof that they are tracing said money order in a timely manner. Landlord agrees to give the Tenants credit toward the rent only upon proof presented by the Tenants that the Landlord, or their agent, actually received and cashed the lost or misplaced money order or certified funds.

18. **WEAPONS:** Weapons (including guns) are prohibited in any common area. All guns must be holstered and stored in a safe manner at all times.

19. **GUEST POLICY:** Visiting guest(s), individually and cumulatively, may not stay more than seven (7) days in a row, not more than a total of fourteen (14) days per twelve-month period, and not more than two persons per visit without advanced written consent. Landlord may request that one or all guests leave the Premises immediately. The safety and conduct of Tenants' guests is Tenants' responsibility. Landlord is not liable for injury to guests or damage to their property while visiting, subject to Arizona Law.

20. **ABANDONMENT:** Abandonment means absence of the Tenant from the dwelling unit without notice to Landlord for at least seven (7) days if rent for the unit is outstanding and unpaid for ten (10) days and there is no reasonable evidence, other than the presence of the Tenant's personal property that the Tenant is occupying the unit OR absence of the Tenant for at least five days if the rent is outstanding for five days and none of the tenant's personal property is in the dwelling unit. Such abandonment shall not constitute a "surrender" without consent of Landlord, and in the event of abandonment, Landlord shall be entitled to all remedies at law or in equity, which provides that if personal property is abandoned by the Tenant and determined by Landlord to be less value than the cost of moving, storage and conducting a sale of such personal property, Landlord may destroy or otherwise dispose of any or all of the abandoned property.

21. **ABANDONED PROPERTY:** In the event that the resident abandons any personal property in or around the dwelling unit after they vacate the home, the landlord will dispose of those items pursuant to statute (currently ARS 33-1370). Additionally, they may destroy or otherwise dispose of some or all of the property if the landlord reasonably determines that the value of the property is so low that the cost of moving, storage and conducting a sale exceeds the amount that would be realized from the sale.

22. **POLICE:** A fine of \$500 will be assessed for any citation from the city or police regarding excessive noise or parties. Tenant will also be responsible for any notice fees.

23. **MOLD DISCLOSURE:** There has been some publicity regarding the existence of certain types of toxic and non-toxic mold and similar organisms in residences. Current information indicates that some types of mold may cause severe health problems for certain individuals. It is possible that a property could have a serious but hidden mold problem unknown to the Landlord and/or Owner. Tenants may elect to retain the services of an environmental expert to conduct specific test at their own cost. To minimize any mold growth within the Premises, Tenants agree to:

- a. Keep Premises clean, particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold.
- b. Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible.
- c. Watch for rainwater leaking from roofs, windows, doors, walls as well as flood water rising above floor level.
- d. Not allow overflows from showers, bathtubs, toilets, lavatories, sinks, dehumidifiers, refrigerator or A/C drip pans or clogged A/C condensation lines.
- e. Watch for leaks from plumbing lines or fixtures, leaks into walls from bad or missing grout/caulking around showers, tubs or sinks.
- f. Not allow plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking to accumulate.
- g. Sufficiently dry carpets, carpet pads, shower walls and bathroom floors.

TENANTS Initials

- h. Consider periodically opening windows on days when weather is dry (i.e. humidity is below 50%) to help humid areas of the Premises dry out.
- i. Promptly notify Landlord in writing about any air conditioning or heating problems are discovered.
- j. Promptly notify Landlord in writing about any signs of water leaks, water infiltration or mold. Landlord will respond in accordance with Arizona Law and this Agreement to repair or remedy the situation as necessary.

24. EMERGENCY CONTACT AND AUTHORIZATION FOR ENTRY: Pursuant to Arizona Landlord Tenant Act, please provide us the name and contact information of a person authorized by you to enter the Premises to retrieve and store your personal property if you die, and to whom you authorize entry for in any other event of an emergency. Tenants hereby designate the following person as their Personal Representative, and authorize Landlord to grant entry to said person under any circumstances believed by Landlord to be an emergency. Tenants' estate and Tenants hereby agree to be fully responsible for the actions of the Personal Representative, and to indemnify and hold Landlord harmless from all claims relating to the entry and removal of personal property from the Premises by the Personal Representative or any person therewith.

Name: _____

Phone: _____ Relationship: _____

Address: _____

25. ACCEPTANCE:

LANDLORD: Gerald (Jerry) Centner, Broker
Red Hawk Property Management

Tenant's Signature Date

Landlord's Signature Date

Tenant's Signature Date

TENANTS Initials



ANIMAL ADDENDUM
(includes assistive animals)
Updated 2025

This agreement is an addendum to the lease agreement dated Lease Start Date between the landlord and the tenant for the premises located at Property Address. The parties hereby acknowledge that the tenant has indicated that an animal will be living in the premises and has paid a pet fee (if applicable). No animals are allowed on the premises without prior written permission of landlord. No animals may be bred or kept for any commercial purposes on the property.

 . **No animals have been disclosed on the application and no animals will be living at this property.**

Approved Pet/Assistive Animal(s): The following animal(s) is/are the only animal authorized to be on the premises (type, breed, age, sex, name, whether animal is intact or spayed/neutered, and current county license registration number must be included):

1) _____
2) _____

The following animal(s) listed above are assistance animals: _____

*Amount of Pet Fee: \$ 500.00 per pet. This Fee is not refundable. The fee will not be refunded if the pet no longer resides on the premises and will not be refundable at the termination of the tenancy.

***The fee does not apply to assistive animals. Tenant must disclose the animal and get prior written permission before they add an assistive animal to the lease. See Landlord for details. Medical documentation of a disability and need for the animal is required if there is no readily apparent disability and related need for that animal. See also the HUD memorandum issued January 2020 that provides guidance for this property at:**

<https://www.hud.gov/sites/dfiles/PA/documents/HUDAsstAnimalNC1-28-2020.pdf>

Insurance for all pets is required (does not apply to assistance animals). Landlord and their agent to be listed as an additional covered party. Proof of insurance to be supplied within ten days of executing this Addendum.

Obligations of the Tenant: Tenant agrees to take reasonable steps to control and care for their animal at all times. They further agree to prevent and report any signs of animal damage within **two** days. Notification shall constitute Tenant's permission for the Landlord to enter the unit to inspect. Tenant agrees to keep the home in a clean and debris free condition and to remove all feces in a timely manner. Tenant agrees to pay for any treatments to the home (including carpet cleaning, tick or flea remediation) that are required as a result of their pet living on the premises (does not apply to assistance animals unless there is a pest issue at the property involving the presence of the animal). Tenant is fully liable for all behaviors of their animal and may be evicted as a result of any activity involving their animal. Tenant agrees to contain the animal while the Landlord or its agents are on the premises for any work that needs to be completed on the premises, when the property is being shown, or for any other reason that permits the Landlord access to the premises pursuant to ARS 33-1343. Tenant agrees to comply with all state, city, federal or other governmental entity rules, laws or regulations that govern animals including but not limited to registration, licensing, limitation on type or number of animals allowed in these premises. Tenant agrees to keep all animals, other than dogs and cats, in appropriate cages at all times. All dogs must be on a leash not more than 6 feet long when outside of the unit (this does not apply to the area provided for free run of the dog such as a fenced area designated for that purpose). All animals must be under the direct supervision of the Tenant or a person with the ability to fully control the animal at all times.

RESTRICTIONS: The Landlord has the right to restrict the breed, size, or species of the pet permitted on the premises (assistive animals excepted). The Landlord may withdraw their permission for the animal to live on the premises at any time based on reasonable standards that involve the conduct of the pet or the Tenant.

REMOVAL OF ANIMAL/MEDICAL CARE: Tenant agrees to properly care for their animals and remove them when their lease is ended. If the Tenant fails to promptly remove the animal within 24 hours of the termination of the lease and return of possession (through any legal means), Tenant agrees that Landlord shall have the right to remove the animal and make alternative arrangements for that animal's care at the Tenant's sole expense! If the Landlord determines that the animal must be removed because of behaviors involving that animal, Tenant agrees that they will remove that animal immediately if the incident involves a health or safety concern, and not later than 10 days if there is any other reason to require the removal of the animal. The tenant agrees that the landlord may enter the apartment without notice to the tenant if they reasonably the animal is in distress, injured and in need of medical care or abandoned. If the animal is determined to need medical care, the landlord may remove the animal immediately and seek medical attention. The tenant is liable for any and all medical costs or costs to board said animal. The tenant releases the landlord from any liability or harm created by or caused to the animal in meeting these stated obligations unless said actions by landlord are deliberate and intentionally cause harm to the animal. The decision of the landlord to enter and remove the animal or seek medical care is at the landlord's sole discretion.

Other: The tenant acknowledges that the Owner is not an insurer of tenant's property and in encouraged to have insurance to cover any losses or liability that may result of actions of the animal. Furthermore the tenant agrees to indemnify and hold harmless the Owner and its agents from any claims, including attorney fees, which the tenant may incur as a result of the negligent or intentional acts of the tenant's animal or their guests' animal. Tenant may be liable for failing to comply with this addendum. Owner and its agents shall not be liable to tenant or their guests or any third parties for any harm as a result of any animal issue other than for the intentional act of the Landlord. Landlord may impose or modify rules and regulations involving animal with a thirty-day written notice to the Tenant and those rules and regulations will become a part of this addendum and fully enforceable, including but not limited to the imposition of fines and the requirement for the Tenant to provide and pay for DNA testing of a pet (NO CHARGE FOR ASSISTANCE ANIMALS BUT DNA MIGHT BE REQUIRED). A fine of \$1000.00 will be owed if any animal is brought on the premises without landlord's knowledge and written consent.

WARNING: Providing false or misleading information about the animal or any other violation of this addendum is a material violation and may result in legal action.

I, tenant, hereby affirm that my animal has no history of any aggressive actions toward any person or animal or damaging any property. By signing below, the undersigned acknowledge and agree to the above addendums. All occupants over the age of 18 must sign this Addendum. Failure to execute and return the Addendum will constitute a material breach of the Lease.

Tenant Date: _____

Tenant Date: _____

Owner/Agent Date: _____

Person authorized to remove the animal(s) in case of the tenant's death, disability, or incarceration: _____
Contact information for this person: _____



Red Hawk Property Management
2451 E Baseline Rd. #410
Gilbert, AZ 85234
Office: 480.396.9766
Fax: 480.323.2583
www.RedHawkPM.com

Tenant Information for HOA

HOA: Name of HOA

Premises: Property Address

Owner: Name of Owner

Lease Period: Lease Start Date - Lease End Date

Lessee Names: Name of Financially Responsible Tenant(s)

Property Managed by: Red Hawk Property Management

Contact Person: Gerald (Jerry) Centner; Landlord, Designated Broker

The Tenant(s) has received copies either by hardcopy, disc, email or internet of the CC&R's, Rules & Fines and the Design Guidelines associated with the HOA. In the event that a violation occurs, the Tenant will be notified of the violation and expected to correct the issue immediately. Should a fine be incurred due to the violation caused by the tenant, the fine will be assessed to the tenant by Red Hawk Property Management and due upon receipt as defined in the Lease Agreement lines 159 through 14.

Rules & Regulations can be found at: Web Address will be shared here or we will share it to tenant on same date as lease being sent.

Tenant Signature Date

Tenant Signature Date





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www.RedHawkPM.com

Utility Information

Utility Responsibility: The Tenant acknowledges that they are responsible for all utilities, except any specifically designated as the Landlord's responsibility under the lease. Please note, service provider information is to the best of our knowledge and not guaranteed. In the event the Tenant fails to transfer the utilities into their name upon execution of this lease, if the utilities are not paid for by the tenant, if the utilities are shut off during the tenancy, or if the utilities are transferred back into the Landlord's name by the utility company due to non-payment by the Tenant, the Tenant agrees that the Landlord may immediately file for an eviction following a five (5) day notice of that breach to the Tenant. Tenant will be charged for any usage and fees should any of the above instances occur.

Premises:	Property Address
Water:	
Sewer:	
Trash:	
Power:	
Gas:	

Tenant is to provide confirmation of transfer of all utility services into Tenants name, including start date and account numbers, to Red Hawk Property Management in writing (email accepted) within 24 hours of lease start date. Utilities are to begin on Tenants Lease Start Date. Failure to do so will result in immediate termination of all utility services and Tenant will receive a charge of \$50.00.

Tenant Signature

Date





Red Hawk Property Management
2451 E Baseline Rd. #410
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Office: 480.396.9766
Fax: 480.323.2583
www.RedHawkPM.com

Disclosure Form will be provided if it was provided by the Homeowner.
If Red Hawk Property Management does not have one on file, one will not be provided.

Residential Disclosure Statement:

Name of Financially Responsible Tenant(s) _____ acknowledge the receipt the Residential Disclosure Statement regarding the property located at _____ Property Address _____.

Tenant Signature

Date

Tenant Signature

Date

SAMPLE ONLY



WHEN IN DOUBT - DISCLOSE!



Residential lease owners have certain obligations pursuant to the Landlord and Tenant Act and other laws. There are also some very specific Owner disclosures that you are required by statute to make. For example, Owners are required to disclose information on lead based paint in homes built prior to 1978 and Owners must provide a state approved Pool Safety Notice if the property includes a pool or spa.

If the tenant asks you about an aspect of the property, you should disclose the information, regardless of whether or not you consider the information material. However, an Owner does not generally have a legal obligation to correct defects in the property, as long as the defect: (1) does not render the property uninhabitable; (2) does not pose a real or potential threat to the tenant's health or safety; and (3) as long as the existing defects are disclosed. Any correction of the defects is a matter of contract negotiation between you and the tenant.

The Arizona Association of REALTORS® Residential Lease Owner's Property Disclosure Statement is designed to assist you in making these disclosures and to avoid inadvertent nondisclosures of material facts.

You should complete this form by answering all questions as truthfully and as thoroughly as possible. You may use the blank lines to explain any answers. If you do not have the personal knowledge to answer a question, it is important not to guess—use the blank lines to explain the situation.

The form is divided into five general sections:

- (1) **Ownership and Property:** This section asks for general information about the property, such as location, ownership and occupancy. Any Owner, whether or not that Owner has actually lived in the property, should be able to answer most, if not all, of the questions in this section.
- (2) **Building and Safety Information:** This section asks for information regarding the physical aspects of the property. You should disclose any present problems with the property. You are also asked specifically to disclose any knowledge of scorpions or other possible "pests" have ever been present on the property. Although many Owners will answer affirmatively to these questions, full disclosure is the best way to avoid complaints.
- (3) **Utilities:** You are asked whether the property currently receives the listed utilities, and if so, to identify the provider. The water source and any known information about drinking water problems should also be disclosed.
- (4) **Environmental Information:** A variety of environmental information is requested. In addition to questions regarding environmental hazards, you are asked to disclose any issues relating to soil settlement/expansion, drainage/grade, or erosion; noise from the surrounding area including airport and traffic noise; and any odors or other nuisances. As a result of recent lawsuits and potential health concerns, you are asked specifically if you are aware of any past or present mold growth on the property. Mold spores are everywhere and when mold spores drop in places where there is water damage or excessive moisture, or where there has been flooding, mold will grow. Thus, you are asked to disclose any conditions conducive to mold growth, such as past or present dampness/moisture, flooding, and water damage or water leaks of any kind.
- (5) **Additional Information:** These blank lines provide space for you to provide any other important information concerning the property.

Please note: By law, Owners are not obligated to disclose that the property is or has been: (1) the site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. However, the law does not protect an Owner who makes an intentional misrepresentation. For example, if you are asked whether there has been a death on the property and you know that there was such a death, you should not answer "no" or "I don't know"; instead you should either answer truthfully or respond that you are not legally required to answer the question.



RESIDENTIAL LEASE OWNER'S PROPERTY DISCLOSURE STATEMENT *(To be completed by Owner)*



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



MESSAGE TO THE OWNER:

The form is designed to assist you in making disclosures to the Tenant. If you know something important about the Property that is not addressed on the form, add that information to the form. Prospective Tenants may rely on the information you provide.

INSTRUCTIONS: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the explanation lines to explain. By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.

MESSAGE TO THE TENANT:

There are likely facts about the Property that the Owners do not know. Therefore, it is important that you take an active role in obtaining information about the Property. For more information on obtaining this information see the Buyer Advisory at <https://www.aaronline.com/manage-risk/buyer-advisory-3/>

INSTRUCTIONS: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the form. (5) Review all other applicable documents, such as CC&R's, and association rules and regulations. (6) Conduct inspections of the Property. (7) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE OWNER(S) AND ARE NOT VERIFIED BY THE BROKER(S) OR AGENT(S).

OWNERSHIP AND PROPERTY

- As used herein, "Property" shall mean the real property and all fixtures and improvements thereon and appurtenances incidental thereto, plus fixtures and personal property described in the Lease.

3. **LEGAL OWNER(S) OF PROPERTY:** _____

4. **PROPERTY ADDRESS:** _____
(STREET ADDRESS) (CITY) (STATE) (ZIP)

- Is the property located in a community defined by the fair housing laws as housing for older persons? Yes No
- Explain: _____
- Approximate year built: _____. **If Property was built prior to 1978, Owner must furnish the Tenant with a lead-based paint disclosure form.**
- Are you current on: Mortgage Yes No Property tax Yes No HOA fees Yes No

- | | | |
|------------------------------|--------------------------|---|
| YES | NO | |
| 10. <input type="checkbox"/> | <input type="checkbox"/> | Are you aware if there are any association(s) governing this Property? |
| 11. | | If yes, provide contact(s) information: Name: _____ |
| 12. | | Phone #: _____ Address: _____ |
| 13. | | If yes, are there any fees related to leasing the home? Explain _____ |
| 14. <input type="checkbox"/> | <input type="checkbox"/> | Are you aware of any public or private use paths or roadways on or across this Property? |
| 15. | | Explain: _____ |
| 16. <input type="checkbox"/> | <input type="checkbox"/> | Are you aware of any violation(s) of any of the following? (If yes, check all that apply): |
| 17. | | <input type="checkbox"/> Zoning <input type="checkbox"/> Building Codes <input type="checkbox"/> Utility Service <input type="checkbox"/> Sanitary health regulations |
| 18. | | <input type="checkbox"/> Covenants, Conditions, Restrictions (CC&R's) <input type="checkbox"/> Other _____ |
| 19. <input type="checkbox"/> | <input type="checkbox"/> | Are you aware of any parking restrictions? If yes, please explain: _____ |
| 20. | | _____ |
| 21. | | How many parking spots are available for tenants? _____ |

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BUILDING AND SAFETY INFORMATION

STRUCTURAL:

22. ARE YOU AWARE OF ANY PRESENT:

YES NO

- 23. [] [] Roof leaks/problems? Explain: _____
- 24. [] [] Interior wall/ceiling/door/window/floor problems? Explain: _____
- 25. [] [] Cracks or settling involving the foundation, exterior walls or slab? Explain: _____
- 26. [] [] Chimney or fireplace problems, if applicable? Explain: _____
- 27. [] [x] Damage to any structure on the Property by any of the following? (Check all that apply):
- 28. [] [] Flood [] Fire [] Wind [] Water [] Hail [] Other _____
- 29. Explain: _____

HEATING, COOLING AND PLUMBING/SYSTEMS:

30. Heating: Type(s) _____ Cooling: Type(s) _____

YES NO

- 31. [] [] Are you aware of any present problems with the heating or cooling system(s)?
- 32. Explain: _____
- 33. [] [] Are there any special instructions/filters/service requirements?
- 34. Explain: _____
- 35. [] [] Are you aware of any present plumbing problems?
- 36. Explain: _____
- 37. [] [] Are you aware of any present water pressure problems?
- 38. Explain: _____
- 39. Type of water heater(s): [] Gas [x] Electric [] Solar Approx. age(s) _____
- 40. [] [] Are you aware of any present water heater problems?
- 41. Explain: _____
- 42. [] [] Is the entire Property connected to a sewer? (If yes, skip to line 47)
- 43. [] [] Is the Property served by an **On-Site Wastewater Treatment Facility**? (If no, skip to line 47)
- 44. If yes, the Facility is: [] Conventional septic system [x] Alternative system Type: _____
- 45. [] [] If the Facility is an alternative system, is it currently being serviced under a maintenance contract?
- 46. If yes, name of contractor: _____ Phone #: _____
- 47. [] [] Does the Property contain any of the following systems?
- 48. [] landscape watering: If yes, type: [] auto timer [x] manual [] both
- 49. [] water treatment: If yes, check all that apply: [] water filtration [] reverse osmosis [] water softener [] Other
- 50. [] sump pump
- 51. [] [] Are you aware of any present problems or special instructions with any of the systems mentioned above?
- 52. Explain: _____
- 53. _____

SWIMMING POOL/SPA/HOT TUB/SAUNA/WATER FEATURE:

YES NO

- 54. [] [] Does the Property contain any of the following? (Check all that apply):
- 55. [] Swimming pool [] Spa [] Hot tub [] Sauna [] Water feature
- 56. [] [] If yes, are either of the following heated? [] Swimming pool [] Spa
- 57. If yes, type of heat: _____
- 58. [] [] Would the swimming pool comply with the applicable swimming pool enclosure/barrier requirements if children reside in or regularly visit the Property?
- 60. **Note: Owner must furnish Tenant with a Residential Pool Safety Notice prepared by the Arizona Department of Health Services.**
- 61. _____
- 62. [] [] Are you aware of any present problems or special instructions relating to the swimming pool, spa, hot tub, sauna or water feature? Explain: _____
- 63. _____

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TENANT	TENANT



ELECTRICAL SYSTEMS:

- YES** **NO**
64. Are you aware of any present problems with the electrical system?
65. Does the Property contain any of the following systems? (Check all that apply):
66. Security system: Monitored Yes No Other _____
67. Smoke/fire detection Fire suppression (sprinklers) Carbon monoxide detector
68. Alternate power systems: If yes, indicate type (Check all that apply):
69. Solar Wind Generator Other _____
70. Are you aware of any present problems or special instructions with any of the systems mentioned above?
71. Explain: _____

MISCELLANEOUS:

- YES** **NO**
72. Are you aware of or have you observed any of the following on the Property? (Check all that apply):
73. Scorpions Rabid animals Bees Rodents Reptiles Termites/Other wood destroying organisms
74. Bed Bugs Other: _____
75. How often is the Property serviced or treated for pests, reptiles, insects or animals? _____
76. Name of service provider: _____ Date of last service: _____
77. Are there any security bars or other obstructions to door or window openings?
78. Are you aware of any present problems with any built-in appliances?
79. Are there any leased propane tanks, equipment or other systems on the Property?
80. Are you aware of any problems or special instructions with any of the items listed above?
81. Explain: _____
82. Has the Premises ever been used as a "drop house" (i.e. used to facilitate the transport of persons that are not United States citizens, permanent resident aliens or otherwise lawfully in this state, for profit or commercial purpose)?
83. _____

UTILITIES

84. DOES THE PROPERTY CURRENTLY RECEIVE THE FOLLOWING SERVICES?
- | YES | NO | PROVIDER NAME |
|------------------------------|---|----------------------|
| 85. <input type="checkbox"/> | <input type="checkbox"/> Electricity: | _____ |
| 86. <input type="checkbox"/> | Fuel: <input type="checkbox"/> Natural gas <input type="checkbox"/> Propane <input type="checkbox"/> Oil | _____ |
| 87. <input type="checkbox"/> | Cable: | _____ |
| 88. <input type="checkbox"/> | Telephone: | _____ |
| 89. <input type="checkbox"/> | Garbage Collection: | _____ |
| 90. <input type="checkbox"/> | Fire: | _____ |
| 91. <input type="checkbox"/> | Irrigation: | _____ |
| 92. <input type="checkbox"/> | Water Source: <input type="checkbox"/> Public <input type="checkbox"/> Private water co. <input type="checkbox"/> Private well <input type="checkbox"/> Shared well <input type="checkbox"/> Hauled water | _____ |
| 93. _____ | If source is public, private water company, or hauled water: | _____ |
| 94. <input type="checkbox"/> | <input type="checkbox"/> Are you aware of any present drinking water problems? | _____ |
| 95. _____ | Explain: | _____ |

96. **NOTICE TO TENANT: IF THE PROPERTY IS SERVED BY A WELL, PRIVATE WATER COMPANY OR A MUNICIPAL WATER PROVIDER, THE ARIZONA DEPARTMENT OF WATER RESOURCES MAY NOT HAVE MADE A WATER SUPPLY DETERMINATION. FOR MORE INFORMATION ABOUT WATER SUPPLY, CONTACT THE WATER PROVIDER.**

ENVIRONMENTAL INFORMATION

- YES** **NO**
99. Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):
100. Soil settlement/expansion Drainage/grade Erosion Fissures Dampness/moisture Other
101. Are you aware of any past or present issues or problems in close proximity to the Property related to any of the following?
102. (Check all that apply): Soil settlement/expansion Drainage/grade Erosion Fissures Other
103. **NOTICE TO TENANT: THE ARIZONA DEPARTMENT OF REAL ESTATE PROVIDES EARTH FISSURE MAPS TO ANY MEMBER**
104. **OF THE PUBLIC IN PRINTED OR ELECTRONIC FORMAT UPON REQUEST AND ON ITS WEBSITE AT www.azre.gov.**

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- YES** **NO**
105. Are you aware if the Property is located within any of the following? (Check all that apply):
106. Superfund/ WQARF/ CERCLA Wetlands area
107. Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):
108. Airport noise Traffic noise Rail line noise Neighborhood noise Landfill Odors Nuisances
109. Toxic waste disposal Sand/gravel operations Other: _____
110. Are you aware if any portion of the Property has ever been used as a "Clandestine drug laboratory" (manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy or LSD)?
111. Are you aware if the Property is located in the vicinity of an airport (military, public, or private)?
112. Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):
113. Asbestos Radon gas Lead-based paint Pesticides Underground storage tanks Fuel/chemical storage
114. Are you aware of any open mine shafts/tunnels or abandoned wells on the Property?
115. If yes, describe location: _____
116. Are you aware if any portion of the Property is in a flood plain/way.
117. Are you aware of any portion of the Property ever having been flooded?
118. Are you aware of any water damage or water leaks of any kind on the Property?
119. Are you aware of any past or present mold growth on the Property?
120.
121. Explain: _____
122. _____

ADDITIONAL INFORMATION

123. Any other components of property not in working order or any additional information:
124. _____
125. _____
126. _____
127. _____

128. **OWNER CERTIFICATION:** Owner certifies that the information contained herein is true and complete to the best of Owner's

129. knowledge as of the date signed. Owner agrees that any material changes in the information contained herein will be disclosed in

130. writing by Owner to Tenant prior to occupancy, including any information that may be revealed by subsequent inspections.

131. _____ MO/DA/YR ^ OWNER'S SIGNATURE ^ OWNER'S SIGNATURE MO/DA/YR

132. **Reviewed and updated:**

133. **Initials:** _____ / _____ MO/DA/YR

OWNER OWNER MO/DA/YR

134. **TENANT'S ACKNOWLEDGMENT:** Tenant acknowledges that the information contained herein is based only on the Owner's actual

135. knowledge and is not a warranty of any kind. Tenant acknowledges Tenant's obligation to investigate any material (important) facts in

136. regard to the Property.

137. **NOTICE:** Tenant acknowledges that by law, Owners, Lessors and Brokers are not obligated to disclose that the Property is or has

138. been: **(1)** the site of a natural death, suicide, homicide, or any other crime classified as a felony; **(2)** owned or occupied by a person

139. exposed to HIV, diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real

140. estate; or **(3)** located in the vicinity of a sex offender.

141. By signing below, Tenant acknowledges receipt only of this form.

142. _____ MO/DA/YR ^ TENANT'S SIGNATURE ^ TENANT'S SIGNATURE MO/DA/YR

>>

Initials>

TENANT	TENANT



SMOKE-FREE ADDENDUM TO LEASE AGREEMENT

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord (the Lease). This Addendum states the following additional terms, conditions and rules which are incorporated into the Lease.

PURPOSE OF ADDENDUM:

The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.

SMOKE FREE PREMISES:

Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. "Smoking" means inhaling, exhaling, burning, vaping, or carrying any lighted cigar, cigarette, pipe or any other device containing any tobacco product, or any other leaf, weed, plant or other products. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. Should Landlord authorize smoking on the premises, the designated areas to do so, are indicated below.

Smoking is prohibited in all leased property. Smoking is prohibited within 20 feet of any entrance, window, or vent to any leased property. Smoking debris such as but not limited to ashes, cigarette butts, tobacco remains, etc. and must be disposed of properly and may not litter the leased property or its surroundings. Smoking includes but is not limited to cigarettes, cigars, tobacco pipes, vapes, burned incense, marijuana, or any other substance that causes a noxious smoke or vapor.

TENANT TO PROMOTE NO-SMOKING POLICY:

Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating or drifting into the Tenant's unit from sources outside of the Tenant's unit.

OWNER/AGENT NOT GUARANTOR OF SMOKE FREE ENVIRONMENT:

Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental property as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and surrounding homes.

EFFECT OF BREACH AND RIGHT TO TERMINATE LEASE:

A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord.

TENANTS Initials

PEST ADDENDUM

This agreement is an addendum to the lease agreement dated Lease Start Date between the landlord and the Tenant for the premises located at Property Address. The parties hereby acknowledge that part of Arizona are located in a desert or other areas that have abundant wildlife, and, as such, there are many pests that thrive in those areas and some that arrive from other areas. Both parties hereby acknowledge that they each have independent duties to help control pest issues and that each party must work with the other party to address these issues in a timely manner to avoid pest infestations. The use of the word "pest" includes, but is not limited to: roaches, bedbugs, ants, scorpions, spiders, mice, and rats.

OBLIGATIONS OF THE LANDLORD:

The landlord agrees to inspect the unit prior to renting the unit for pests and to pre-treat the home in the event that any pests are detected.

OBLIGATIONS OF THE TENANT:

The Tenant agrees to take reasonable steps to prevent, control and report any signs of pests within two days. Notification shall constitute Tenant's permission for the Landlord to enter the unit to inspect. Both parties agree that because a pest issue needs immediate attention, the parties agree that the Landlord shall provide a 48 written notice delivered either to the Tenant, to the door or electronically to the Tenant. Tenant(s) agrees to visually inspect for signs of pests routinely, including after they have visited another home or a hotel or return home from traveling, all of their shoes, clothing and luggage. Tenant agrees to prepare their unit for treatment for any pests and comply with all recommendations and requests from Landlord and pest control specialists prior to the professional treatment including but not limited to: placing all food in properly sealed containers and cleaning the home and all food preparation areas on a daily basis. Tenant agrees that they will not knowingly or negligently bring any items into the unit that may be infested with pests or create any condition that would cause pest issues. Tenant agrees to keep the home in a clean and debris free condition. Tenant agrees to pay for any treatments. If the Tenant does not have the unit properly prepared for the initial treatment, the Tenant agrees to be liable for that service fee. Tenant agrees that breach of any of these obligations will constitute a breach of the lease and may result in an eviction action and/or a claim for the damages incurred by landlord.

BEDBUGS:

If bedbugs are discovered in the unit or in a surrounding unit, the Tenant agrees to comply with additional steps including but not limited to any protocol provided by the pest control company and:

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

TENANTS Initials

Document will be provided if property or community has a pool.



The purpose of this notice is to educate residential pool* owners on the legal requirements of pool ownership and proper pool safety. Each year in Arizona, too many young children are victims of drowning or near drowning. The Arizona State Legislature recognized this threat to the health and safety of children and passed [A.R.S. § 36-1681](#) to prevent children from gaining unsupervised access to residential swimming pools. In A.R.S. § 36-1681(E), the Legislature requires that all pool owners receive the legal requirements of pool ownership and a safety notice explaining the Arizona Department of Health Services' recommendations on pool safety.

Permission to quote from or reproduce this notice for non-commercial purposes is granted when due acknowledgement is made. Quotation from or reproduction of this notice for a commercial purpose is governed by [A.R.S. § 39-121.03](#).

Pool Enclosure Requirements

At a residence with a swimming pool where one or more children under six years of age live in the residence:

A.R.S. § 36-1681 requires that a swimming pool be protected by an enclosure (wall, fence, or barrier) that surrounds the pool area. Unless a local code provides otherwise, the enclosure of a belowground or aboveground pool must:

- Entirely enclose the pool area;
- Be at least 5 feet high;
- Have no openings other than doors or gates, through which an object 4 inches in diameter can pass;
- Have no openings, handholds, or footholds accessible from the exterior side that can be used to climb the barrier; and
- Be at least 20 inches from the water's edge.

If, however, a residence or living area makes up part of the enclosure required by A.R.S. § 36-1681(B), there must be:

- A wall, fence, or barrier located between the swimming pool or other contained body of water and the residence or living area that:
 - Has a height of at least four feet;
 - Has no openings through which a spherical object four inches in diameter can pass;
 - Has a gate that opens outward from the pool and is self-closing and self-latching;
 - Has no openings, handholds, or footholds accessible from the exterior side of the enclosure that can be used to climb the wall, fence, or barrier; and
 - Is at a distance of at least twenty inches from the water's edge;
- A motorized safety pool cover that requires a key switch and meets the American Society of Testing and Materials (ASTM) standards in F1346-91 (www.astm.org);
- For each door or window in the residence or living area that has direct access to the pool:
 - A self-latching device that is located not less than fifty-four inches above the floor; and
 - Either a screwed in wire mesh screen covering a dwelling or guest room window or a keyed lock that prevents a dwelling or guest room window from opening more than four inches; or
- For an aboveground swimming pool, non-climbable exterior sides which are a minimum height of four feet and access ladders or steps that are removable and able to be secured when the pool is not in use.

Gate Requirements

According to A.R.S. § 36-1681(B)(3), any gate in either the five-foot-tall wall, fence, or barrier enclosing a pool or the four-foot-tall wall, fence, or barrier between the residence or other living area and a pool must:

- Open outward from the pool
- Be self-closing and self-latching; and
- Have a latch:
 - Located at least fifty-four inches above the underlying ground;
 - Located on the pool side of the gate with the latch's release mechanism located at least five inches below the top of the gate and no opening greater than one-half inch with twenty-four inches of the release mechanism; or
 - Located at any height if secured by a padlock or similar device which requires a key, electric opening, or integral combination.

Arizona Department of Health Services Pool Safety Recommendations

- Never leave a child unattended in the pool or pool area.
- Because flotation devices and swimming lessons are not substitutes for supervision, a child should always be watched when in or around the pool area.
- CPR/CCR instructions and the 911 emergency number (or local emergency number) should be posted in the pool area.
- A phone should be located in the pool area or easily accessible in case of an emergency.
- All residential pool owners should attend water rescue and CPR/CCR classes. Lifesaving equipment should be easily accessible and stored in the pool area.
- All gate locks and latches should be checked regularly to insure they are working properly.
- A gate should never be left propped open.
- All items that could be used to climb a pool barrier should be removed from around the barrier.
- In an emergency:
 - Shout for help;
 - Pull the child from the water;
 - Call 911 (or local emergency number) for help; and
 - After checking the child's airway and breathing, immediately begin CPR/CCR if necessary.

Note: The state requirements contained in A.R.S. § 36-1681 may be superseded by local requirements that are equal to or more restrictive than the state requirements. Check with your local city and county governments to see if they have adopted different pool barrier requirements.

* "Pool" means an in-ground or aboveground swimming pool or other contained body of water 18 or more inches in depth, wider than 8 feet at any point, and intended for swimming, pursuant to A.R.S. § 36-1681(A).

Tenant Advisory



ARIZONA
association of
REALTORS®

REAL SOLUTIONS. REALTOR® SUCCESS.



The Tenant Advisory is a Resource PROVIDED BY THE ARIZONA ASSOCIATION OF REALTORS®

Residential Rentals are required to comply with the: <http://bit.ly/2NfkoNf>

Verification of Ownership

Prior to executing a lease agreement or conveying any money, tenants should independently verify the owner of the property and confirm that they are contracting with the owner of record. If a person other than the owner signs the lease agreement, tenants should verify that the third party has authority to act on the owner's behalf. Information regarding property ownership can often be found by county at the following: [Arizona county assessor's](#)

Wire Fraud

Beware of wiring instructions sent via email. Cyber criminals may hack email accounts and send emails with fake wiring instructions. You should independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number prior to wiring any money.

COMMON DOCUMENTS A TENANT SHOULD REVIEW

1. Residential Lease Agreement

Tenants should protect themselves by taking the time to read the residential lease agreement and understand their legal rights and obligations before they enter into a lease agreement. Click to view a sample of the agreement: <http://bit.ly/35wCkKe>

2. Residential Lease Owner's Property Disclosure Statement (RLOPDS)

Many landlords provide a RLOPDS. This document poses a variety of questions for the owner to answer about the property and its condition. The property manager/broker is not responsible for verifying the accuracy of the items on the RLOPDS; therefore, a tenant should carefully review the RLOPDS and verify those statements of concern. Click to view a sample of the RLOPDS: <http://bit.ly/38MR2yP>

3. Homeowners Association (HOA) Governing Documents

If CC&Rs are recorded against the property, the tenant agrees to follow the CC&Rs. It is essential that the tenant review and agree to these restrictions prior to leasing a property. The Arizona Department of Real Estate (ADRE) advises: "Read the deed restrictions, also called CC&Rs (covenants, conditions and restrictions). You might find some of the CC&Rs are very strict." In addition to CC&Rs, HOAs may be governed by Articles of Incorporation, Bylaws, Rules and Regulations, and often

architectural control standards. Read and understand these documents. Also, be aware that some HOAs impose fees. Tenants with questions about their rights and remedies regarding homeowners associations or community associations should read the information provided at Arizona Department of Real Estate: <http://www.azre.gov/PublicInfo/RealEstateResearchTopics.aspx>

A.R.S § 33-1260.01 <http://bit.ly/2xJFL19>

A.R.S § 33-1806.01 <http://bit.ly/2R4u2CF>

4. Lead-based Paint Disclosure Form

If the home was built prior to 1978, the landlord **must** provide the tenant with a lead-based paint disclosure form. Information about lead-based paint may be obtained at Arizona Department of Real Estate: <http://bit.ly/1LWSiz9> or <http://www2.epa.gov/lead> .

5. Move-in/Move-out Inspection

The importance of inspecting the property at the time of moving in cannot be over-emphasized. The tenant is encouraged to fill out a move-in/move-out checklist to identify material defects in the property within the stated timeframe. A sample of AAR's Move-in/Move-out Condition Checklist can be viewed at: <http://bit.ly/2G9Yh6y>

Tenants should keep a copy of the checklist for their records and may also want to take photographs of any damage observed at the time of move-in.



COMMON DOCUMENTS AND DISCLOSURES

1. Notice

Unless otherwise agreed, all notices shall be sent registered or certified mail, or personally delivered. A.R.S. §33-1313.

2. Repairs and Property Condition

Pursuant to Arizona law, the landlord is generally responsible for ensuring that all "electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, supplied or required supplied by him" be in good and safe working order and condition. A.R.S. §33-1324. It is the landlord's responsibility to make sure that necessary repairs are made to keep the property in a fit and livable condition. It is the tenant's responsibility to notify the landlord of any/all necessary repairs. Following proper notice, the landlord has five days to make any repairs that materially affect the health and safety of the tenant(s) and 10 days to make any other requested repairs. **NOTE:** Pursuant to A.R.S. §33-1324(C), the landlord and tenant of a single family residence may agree in writing, supported by adequate consideration, that the tenant will perform the landlord's duties to maintain a fit premises and perform specified repairs.

3. Access to the Property by Landlord or Landlord's Representative

Unless the tenant requests repairs in writing, the landlord must give the tenant at least two days notice to enter the property, during reasonable hours, to make repairs, conduct inspections, have services completed or exhibit the property to prospective purchasers and tenants. The landlord has the right to immediately enter the premises in the event of an emergency or by court order. A.R.S. §33-1343.

4. Deposits/Fees

The lease agreement should specify which deposits/fees are refundable and which are not. A landlord is not permitted to demand refundable security in an amount in excess of one and one-half month's rent.

During the term of the lease, the tenant's security deposit should be held by the landlord or in a broker's trust account (disclosed in writing). At the end of the lease all refundable deposits shall be refunded to the tenant pursuant to A.R.S §33-1321(G). The landlord can subtract unpaid rent or repair costs from the security deposit.

Within 14 business days after termination of the tenancy and delivery of possession and demand by the tenant, the tenant is

entitled to receive an itemized list of any/all security deposit deductions together with the amount due and payable to the tenant. A.R.S §33-1321(D).

5. Termination of the Lease

Unless the parties desire for the lease agreement to continue, written notice of intent not to renew the lease agreement shall be issued pursuant to the terms of the lease. If the lease continues on a month-to-month basis, absent prior written agreement, either the lease owner or the tenant may terminate by providing 30-days written notice prior to the periodic rental date (i.e. the date on which rent is due) per A.R.S. §33-1375(B).

If the tenant vacates the property before the lease expires, they can still be held responsible for damages, including, but not limited to, monthly rent. A holdover tenant is someone who stays in the lease property after the express term of the lease has expired. The landlord can choose to evict a holdover tenant or allow the tenant to continue living in the property on a month-to-month basis under the terms and conditions of the lease agreement.

6. Foreclosure

The landlord shall not allow the property to become the subject of a trustee's sale and doing so may place the landlord in breach of the lease agreement. Nonetheless, a landlord's failure to pay the mortgage does not eliminate the tenant's obligation to pay rent. To avoid breaching the lease, the tenant should continue paying rent to the landlord up to the date on which the foreclosure is completed.

7. Insurance

Tenants are strongly encouraged to obtain renter's insurance for their benefit. Pursuant to some lease agreements, certain pets may require additional insurance coverage. Tenants are encouraged to contact an insurance professional concerning additional coverage that may be required:
<http://bit.ly/2nSMeBT>

8. Fair Housing & Disability Laws

The Fair Housing Act prohibits discrimination based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and disability. Visit HUD's Fair Housing/Equal Opportunity website at:
https://www.hud.gov/program_offices/fair_housing_equal_op/fair_housing_rights_and_obligations

For information on the Americans with Disabilities Act, visit:
<https://www.ada.gov/>



ADDITIONAL INFORMATION

1. Pests

Bedbugs: Bedbug infestation is on the rise in Arizona and nationally. For more information on rights and obligations with respect to bedbugs visit the following websites at: <http://bit.ly/1LAcgey> , www.cdc.gov/parasites/bedbugs/ and www.epa.gov/bedbugs/ .

Scorpions: Information on scorpions may be found at: <http://bit.ly/2Pxhkl>

2. Swimming Pools and Spas

Barriers: Each city and county has its own swimming pool barrier ordinance and tenants should investigate and comply with all applicable state, county and municipal pool regulations. Pool barrier contact information for Arizona cities and counties may be found at: <http://bit.ly/20ZG8tp>. The Arizona Department of Health Services Private Pool Safety notice may be found at: <http://bit.ly/2KYKXSM>

The state law on swimming pools is located at: <http://bit.ly/2vJfhMk>

3. Sex Offenders

The presence of a sex offender in the vicinity of the property is not a fact that the landlord or broker is required to disclose. Since June 1996, Arizona has maintained a registry and community notification program for convicted sex offenders. This information may be accessed at:

<https://www.azdps.gov/services/public/offender> or through the National Sex Offender Public Website at:

<http://www.nsopw.gov/en>. Prior to June 1996, registration was not required and only the higher-risk sex offenders are on the website.

ADDITIONAL RESOURCES

- **Links to state agencies, city and county websites:** www.az.gov .
- **Arizona Tenant's Rights and Responsibilities Handbook:** <http://bit.ly/2nMmrex>
- **Arizona Department of Real Estate Consumer Information:** www.azre.gov/InfoFor/Consumers.aspx .
- **Find a REALTOR®:** <https://bit.ly/2Klyaza>
- **For information on indoor environmental concerns,** the EPA has a host of resource materials and pamphlets which are available here: www.epa.gov/iaq/pubs/index.html .
- **For crime statistics in all Arizona cities** go to: www.leagueaz.org/lgd/ , click on the city/town and search for "crime statistics."
- **Tenants** may find that children cannot attend the school nearest to the property and may even be transported to another community. **For information about Arizona's schools visit:** <http://www.azed.gov> .
- **U.S. Department of Housing and Urban Development** Housing Choice Vouchers Fact Sheet can be found at the following site: https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/about/fact_sheet
- **Information regarding Section 8** programs available through the Arizona Public Housing Authority can be found at: <http://bit.ly/2MN3W4w> , or call 602-771-1000
- **Maps for military airports** can be found at: <http://www.azre.gov/AirportMaps/MilitaryAirports.aspx>
- **Maps for many of the public airports** can be found at: www.azre.gov/AirportMaps/PublicAirports.aspx





Red Hawk Property Management
2451 E Baseline Rd. #410
Gilbert, AZ 85234
Office: 480.396.9766
www.RedHawkPM.com

Tenant Handbook

OUR PERSONAL MESSAGE TO YOU:

Congratulations on the selection of your new home. If you are new to the Phoenix metro area, welcome. If you have any questions about the area, please feel free to give us a call at Red Hawk Property Management. We will be happy to assist you and make your transition a smooth one.

As property managers we have obligations to both you the resident, and to our client, the owner of the home. This Handbook, which is a part of the lease, outlines our responsibilities to you as well as your responsibilities to us and to the home. Please read each paragraph carefully. A good relationship is possible when both parties understand and fulfill each of their responsibilities and obligations.

Clear communication is the key to a successful Landlord/Resident relationship. We are always ready to answer any questions or to find solutions to any problems.

Sincerely,

Gerald (Jerry) F. Centner Jr.
Landlord/Designated Broker
Red Hawk Property Management
2451 E Baseline Rd. #410
Gilbert, AZ 85234
rhpm@azrhr.com
480-396-9766



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GENERAL RULES AND REGULATIONS	4
PART OF YOUR LEASE	4
THE PROPERTY	4
RENTAL PAYMENTS	4
PHONE NUMBERS	4
NSF CHECKS	5
DEFAULT OF RENTAL PAYMENTS	5
THIRTY-DAY NOTICE TO VACATE	5
BREAKING THE LEASE	5
EARLY LEASE TERMINATION OPTION	5
KEYS AND LOCKS	6
TRASH & GARBAGE	6
DISTURBANCES, NOISE & NUISANCE	6
CC & R's	6
MOVE-IN/MOVE-OUT CHECKLIST	6
PERIODIC INSPECTIONS	7
PARKING/VEHICLES	7
GUESTS/CHILDREN	7
EMERGENCY MAINTENANCE/REPAIRS	7
RENTER'S INSURANCE	7
PETS/ANIMALS	7
UPON MOVE-IN	8
GET TO KNOW YOUR PROPERTY	8
PUT THIS HANDBOOK WHERE YOU CAN FIND IT	8
MAINTENANCE, DAMAGES AND REPAIRS	8
A MESSAGE TO YOU	8
MAINTENANCE REQUESTS	9
MAINTENANCE EMERGENCY	9
WHAT YOU DO	9
WHO DOES WHAT	9
HEAT - A/C UNITS & SMOKE DETECTORS	10
CIRCUIT BREAKERS	10
EXTERMINATION/PEST CONTROL	11
HOME WARRANTY	11
UNAUTHORIZED REPAIRS	11
LAWNS AND GROUNDS	11
LIGHT BULBS	12
PLUMBING	12
WATERBEDS	12
WALLS AND CEILINGS	12
CARPET/VINYL/TILE FLOORING CARE	12
STOVES	13
02/2025	2
TENANTS Initials	<input type="text"/>



Red Hawk Property Management
2451 E Baseline Rd. #410
Gilbert, AZ 85234
Office: 480.396.9766
www.RedHawkPM.com

DISHWASHER	13
GARBAGE DISPOSALS	13
CLEANING AND HOW TO'S	13
MINIMUM CLEANING STANDARDS	13
COUNTERTOPS AND CABINETS	14
KITCHEN APPLIANCES	14
FIREPLACES	14
MOVE-OUT	14
PUT IT IN WRITING	14
MARKETING DURING THE NOTICE PERIOD	15
MOVE-OUT INSPECTION	15
BREAKING THE LEASE	16
RETURN OF THE SECURITY DEPOSIT	16



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GENERAL RULES AND REGULATIONS

Part of Your Lease

This tenant handbook is part of your lease and is legally binding on both parties.

The Property

You have leased a home...think of it as your own. During the term of this lease, you are in possession of the house and the yard. Your obligations are similar to those of the owner, and you are expected to care for and maintain the premises.

Rental Payments

All rents are due and payable, in advance, on the **first** day of each month. Monthly bills will not be sent. Payments should be made online via your tenant portal or by a check, money order or certified funds (**no cash will be accepted**) and made payable to:

Red Hawk Property Management
2451 E Baseline Rd. #410
Gilbert, AZ 85234

You can mail or deliver your payment to the above address. **Please write your address on the payment to ensure proper credit.** All accounting is done by address of the property. To avoid any misunderstandings, please put your address on **all** correspondence with the office. Properties with multiple tenants please pay by one (1) check/payment only. Multiple checks/payments will not be accepted. Online payments can be made via your tenant portal and can be set up on auto payments. Please note that Red Hawk Property Management does not have access to your personal information on your tenant portal.

You may pay your rent through the drop slot, at any time. **Do not bring in cash.** We do not accept cash or post-dated checks. Payments through the drop slot must be in an envelope marked with the property address. Rents unpaid beyond the 1st day of the month are delinquent and are subject to notice fees and late charges as noted on the lease. If rent is dropped off after office hours, it will be considered late.

Phone Numbers

All residents who have a home, cellular or work phone should give these numbers to the management office. Please notify the office if any of these numbers change. Even unlisted numbers should be provided to management. (These are kept confidential.) From time to time the management company may text you important information. If you do not want to receive text messages, please advise the management company in writing.



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NSF Checks

The amount of the NSF (non-sufficient funds) check, plus a \$75 (or as per written lease agreement) returned check charge, notice and late fees must be paid by money order or certified funds within 24 hours of notification or legal action may be taken. After a payment is returned to us for insufficient funds, no further checks or online payments will be accepted for a minimum of six months. You will be required to make all future payments by certified check or money order.

Default of Rental Payments

If the rent is not paid by the 1st day of each month, we may begin legal proceedings to terminate your lease. You will be responsible for all legal and collection fees incurred by management's efforts to collect the rent due. All charges unpaid by the end of the month in which they are accrued will be added as additional rent. If rent is paid while a legal action is in process, acceptance of rent will not necessarily stop the legal action. A separate agreement must be reached if legal action is to be stopped.

Thirty-day Notice to Vacate

A thirty-day written notice to vacate is required. THE WRITTEN NOTICE IS REQUIRED EVEN IF YOU INTEND TO VACATE AT THE EXPIRATION OF THE LEASE. This notice should include a definite move-out date. The lease stipulates the forfeiture of the entire security deposit if the thirty-day notice is not given, plus the monthly rent until the property is re-rented. Thirty-day notice must go from the 1st of the month to the end of the month unless otherwise approved by management. Notice needs to be provided prior to the 1st of your final rental period.

Breaking the Lease

If you are unable to fulfill the lease obligations for the entire term, there is a lease break fee that is required before management can proceed with the leasing of your rental home. This lease break fee is merely a penalty for breaking your lease. This penalty does NOT release you from all your lease obligations and does not apply to money owed. You must also leave the home clean, undamaged and ready for occupancy. Neatness is very important if we are going to show the unit while you are still occupying it. Move-in and move-out inspections are required. Call your manager for direction in this matter. Please see more details further in this handbook.

Early Lease Termination Option

If Tenants should terminate their lease prior to the Lease End Date as stated in Lease Agreement, or the agreed upon renewal date, the following option **can** be taken. The Tenants shall pay amount equal to TWO (2) Months Full Rent and Rental Tax/admin fees as an "Early Termination Fee" plus a \$500.00 Administrative Fee. This amount will be due at the time the thirty (30) day notice is given and no portion of the Tenants deposits shall be used towards the "Early Lease Termination Fee" or Administrative Fee. TERMS: 1) Fee must be paid in certified funds only. 2) A full 30-day notice must be given prior to move-out and the fees do not offset rent in any way, nor can the deposit be used for fees. 3) Tenants must deliver keys to Red Hawk Property Management upon termination of 30-day notice. 4) The "Early Lease Termination Fee" and Administrative Fee will not be



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considered additional rent. 5) If Tenants received a move-in special, for example-one month free on a 12-month lease, this amount shall be due back in addition to the “Early Lease Termination Fee” and the Administrative Fee. 6) It is understood that a breach of these terms will constitute a “skip on the part of the Tenant and collection of the entire lease term and damages, including attorney fees, collection fees and Landlord marketing fees will be strictly enforced.

Keys and Locks

Alterations or replacements of the locks, installation of bolts, knockers, mirrors or other attachments to the interior or the exterior of doors requires the written approval of management. Management must have keys to each lock on the house. Management may gain access and re-key if at any time access is denied and will charge tenant for such action. If you lose your keys or lock yourself out of your property, you will be required to contact a locksmith and have the lock(s) rekeyed at your expense. In the event this occurs, Red Hawk Property Management must be provided notice of the event and a new key with 2 business days. Upon receipt of your 30-day notice, a rekey fee as per your Lease Agreement, Addendum 1 will be charged to your account and is due with your last month’s rent as per your lease.

Trash & Garbage

All trash, garbage & recyclable items must be placed in appropriate containers. All containers are to be discreetly stored. The tenant is required to make arrangements for trash pick-up through your local waste management company.

Disturbances, Noise & Nuisance

All residents and guests are expected to conduct themselves in a way that will not offend or disturb the neighbors or passers-by. Any activity that causes excessive noise, traffic or disturbance of any kind, is cause for eviction. This includes loud music, vulgar or profane language, etc. If music or other sounds can be heard outside the perimeter of the leased premises, it is considered too loud. A fine of \$500 will be assessed for any citation from the city or police regarding excessive noise or parties. Tenant will also be responsible for any notice fees per the Lease Agreement, Addendum 1.

CC & R’s

These are the rules and regulations set forth by the homeowner’s association. Please read through them (you may request copies from homeowner’s association,) as you will be required to obey all rules and regulations. Any fines set forth by the homeowner’s association for not obeying these regulations will be assessed to you.

Move-in/Move-out Checklist

Included in your move-in package is a move-in/move-out checklist. Management provides this form for you to note the condition of the premises, listing all defective items before you move any items into the home. Please be as detailed as possible on this list. Please sign your name, date it and return it to your manger or to the management office within **ten** days of your lease start date.



Red Hawk Property Management
2451 E Baseline Rd. #410
Gilbert, AZ 85234
Office: 480.396.9766
www.RedHawkPM.com

Periodic Inspections

As part of our agreement with the owner of the property, we will be conducting periodic inspections of the property, (this may include photos and/or videotape taken of the interior and exterior.) We are required to provide you a minimum 48-hour advanced notice. We will be looking at the overall condition of the property as well as the condition of all appliances; blinds and landscaping supplied with the home. You will be notified of any problems and given ten days to remedy them. Any breach not corrected will be addressed as per the **Arizona Landlord/Tenant Act**. Should you cancel your appointment within 24 hours before your scheduled inspection date, there will be a \$75 rescheduling fee charged to the Tenant. No shows are also charged a \$75 No Show Fee.

Parking/Vehicles

All vehicles must be parked in assigned areas (garages, parking lots, driveways etc.) or on the public streets where allowed. No parking on the lawns, sidewalks and other areas not designated for parking. All vehicles must be registered, licensed and operable at all times. No vehicle repairs (except minor repairs e.g. changing a tire) are allowed at any time. No oil/fluid stains are allowed on the driveway, garage floor or any other area on the premises. Please discard all oils or fluids properly.

Guests/Children

Any person or persons staying more than two weeks (14 total days) per calendar year will be considered residents, unless prior written permission is obtained from management. If occupant will be permanent, a written application meeting the published rental & animal qualifications with credit & legal reports are required on all occupants over the age of 18. Only those persons listed on application/lease have permission to occupy the premises. You will be responsible for the behavior of your guests. All portions of this agreement also apply to any guests.

Emergency Maintenance/Repairs

An emergency is fire, flood, blood, when danger is present or property damage has occurred or is about to occur. Do not abuse the emergency system. See Emergency Maintenance Procedures for more information. Please note, if there is a fire, or you are in danger in anyway, call 911 prior to calling Management.

Renter's Insurance

You are required to obtain renter's insurance for the protection of you, your guests, and your personal belongings. Management is never, under any circumstance, responsible for your personal belongings.

Pets/Animals

No pets (dogs, cats, hamsters, turtles, tortoises, snakes, birds, etc.) of any kind are allowed on the premises unless you have written permission from management through your lease and have paid a pet fee. If permission is given, you will be required to pay a pet fee that will not be refunded. This fee is for the privilege of having a pet. If damages occur, you will be responsible. You will be charged for the spraying for fleas and/or repair of

02/2025

TENANTS Initials



Red Hawk Property Management
2451 E Baseline Rd. #410
Gilbert, AZ 85234
Office: 480.396.9766
www.RedHawkPM.com

any damage caused by the pet. You are responsible for your animal at ALL times. If permission is not given and a pet is kept on the premises you will be evicted. Please note that the only animal allowed in or on the premises is the animal that is listed in your lease agreement. No other pets or animals, including visiting pets/animals are allowed. This includes taking care of, or pet watching for any period of time. **An assistive animal must also be approved prior to the animal occupying the property in anyway.**

UPON MOVE-IN

Get to Know Your Property

When you first move in, locate the breaker box and note the ground fault circuit breaker (some of these are by the sinks in the house, not at the breaker box), where the stove, hot water heater and the air conditioner breakers are. Also locate the water shut off for the house. It is usually in the front of the house close to a spigot. Also locate the hot water shut off as well as the shut off under all the sinks. Locating these items now may eliminate any damages later. See next section, IN AND AROUND THE HOUSE, for more information on circuit breakers.

Put This Handbook Where You Can Find It

On the refrigerator works for most people. Before calling the management office, see if the answer to your question is in the handbook. We love hearing from our residents but need to keep our time free for emergencies and urgent matters.

MAINTENANCE, DAMAGES AND REPAIRS

A Message to You

You are expected to maintain the home and keep it in as good condition as when you took possession. Only repairs required because of normal wear will be repaired by management less any repair deductible listed in your lease. You will be charged for any misuse or neglect. If something is wrong, we need to be notified IMMEDIATELY! Any damage uncured due to a lack of notification will become the Resident's responsibility. Residents are responsible for any trip charges due to them missing a scheduled appointment. The landlord WILL NOT reimburse the Resident for any unauthorized repairs done at the Resident's request.

Any repairs done through management and found to be caused by Resident neglect or fault will be paid by the Resident. (I.E. Articles in the toilet, drain, disposal, ETC.)

Resident is responsible for all damage to glass/walls/doors/walls, and battery/filter replacement.



Red Hawk Property Management
2451 E Baseline Rd. #410
Gilbert, AZ 85234
Office: 480.396.9766
www.RedHawkPM.com

Maintenance Requests

All repair requests must be in writing. Please be very specific about what the problem is (i.e., CORRECT – the right front burner on the stove does not heat when turned to the on position; INCORRECT – the stove is not working.) If a service technician does not contact you within 48 hours (not including weekends or holidays) after reporting a service request, please notify management so the call can be reassigned. You may leave a message on the office voicemail or call the office during regular business hours. **Please note that unless the house is on fire or flooding a vendor will not be dispatched until the next business day.** You must submit a maintenance request via your tenant portal with as much detail as possible.

Maintenance Emergency

In the event of a maintenance emergency (i.e. water heater leaking, flooding inside the house, fire or gas leaks) you may use the emergency maintenance system. **Air Conditioners/Heaters are not considered an emergency.** Please do not misuse this system.

EMERGENCY MAINTENANCE SERVICE

480-396-9766 (During Normal Business Hours)

480-396-9766, PRESS 1 (Weekdays from 4:00 p.m. – 8:00 a.m. and on Weekends and Holidays)

What you do

Everything an Owner would do to protect the property; you are expected to do. The first priority is to prevent any further damage from occurring (i.e., turn off water, shut off breakers, etc.) if possible.

Who does what

Management will make any necessary repairs within a reasonable time. You will not be reimbursed for any unauthorized repairs you make.

Some examples of maintenance you are expected to do at your own expense:

- Replace light bulbs, torn or damaged screens.
- Replace or repair cabinet catches, hinges, knobs or handles.
- Replace heat-A/C filters EVERY MONTH.
- Replace applicable filters i.e. RO System filters, refrigerator filters (both water and air) etc.
- Replenish Water Softener system salt as needed.
- Re-light gas furnace or hot water heater.
- Spray yard for bugs and weeds.
- Keep grass and weeds out of flowerbeds and rock areas.
- Replace smoke/carbon monoxide detector(s) batteries every year. (Notify manager if smoke/carbon monoxide detector(s) is not working.)
- Reset tripped breakers.

Examples of repairs management will make at Owner's expense.



Red Hawk Property Management
2451 E Baseline Rd. #410
Gilbert, AZ 85234
Office: 480.396.9766
www.RedHawkPM.com

- Repairs to A/C-heat systems.*
- Replace heating element in hot water tank.*
- Repair Roof Leaks.*
- Repair or replace any part of plumbing under sinks or behind walls.*
- Repair or replace any broken electrical components.*
- Repair/paint any rotted wood (please notify management.)
- *If repair technician notes tenant-caused, you will be charged. If damages occur from failure to report issues, you will be charged for the damage repairs.

Examples of repairs for which you will be held responsible:

- Replace heating elements/hot water tank if caused by empty tank.
- Repair or replacement of A/C unit due to not replacing the filter on a regular basis.
- Any unusual damage or extraordinary wear on any of the floors, walls, ceilings, caused by animals, smoking, children, guests or any unusual or unreasonable use.
- Damage to fences, outside walls, shrubbery, trees or planting.

Heat – A/C Units & Smoke Detectors

All filters must be changed **once a month**, or more frequently, whichever is necessary. This is very important for the proper operation of the unit as well as the air quality in the home. If repairs are done to the heating or cooling systems and the cause is determined to be from a dirty filter or clogged or missing filter, then the repair will be charged to the Resident and due as rent.

IMPORTANT: Smoke alarms must be kept in working order. A report, in writing, is required for any malfunctioning alarms or if a replacement is needed. Residents are responsible to ensure the battery in the smoke alarm is replaced when needed. We recommend you replace the smoke detector/carbon monoxide batteries at least once every year (April 15th is easy to remember.) A smoke detector can be the only thing between you and a fire.

Many homes have heat pumps for the heating and cooling of the home. The air coming from the vents will not be warm in the winter or cool in the summer. Heat pumps are designed for the temperature to be set and then to leave the control alone. The air runs over the heating or cooling element, then gradually warms or cools to the desired temperature. During extreme hot or cool temperatures, the heat pump may not keep the house as comfortable as you may desire. To help the unit perform as desired, close all the blinds, try not to use any of the hot appliances (oven, etc.) and keep all doors closed. Poor cooling may also be due to a clogged filter. **Check and change** the filters monthly.

Thermostat batteries must be changed as needed by the Tenant.

Circuit Breakers

Circuit breakers move only slightly when triggered. It may appear to be ON when it has “popped” off. To reset a breaker, turn it full to the off position and then turn it back on again. The ground fault circuit (GFI) breaker detects even slight voltage changes and cuts off the power during fluctuations. They are usually used around



Red Hawk Property Management
2451 E Baseline Rd. #410
Gilbert, AZ 85234
Office: 480.396.9766
www.RedHawkPM.com

sinks, exterior plugs, garages and some lights. If you lose power to a plug near a water source, it is usually the GFI circuit. Most GFIs located at the breaker box are marked with a red or yellow button. Many homes have the circuits at the plug-in outlet. When these “pop” simply reset the breaker as outlined above, or per the instructions on the plug-in outlet cover.

Resetting tripped breakers, turning on gas lines, and plugging in appliances are the responsibility of the resident. Resident(s) will be charged for services if a maintenance request is submitted, and the cause of the issue is a tripped breaker, unplugged machine, or a gas line that is turned off. Residents will be responsible for any damaged breakers, wiring, appliances, ETC. that are found to be damaged from Resident neglect, fault, or improper use. (I.E. overloading a circuit, items in electrical outlet)

Extermination/Pest Control

Please report any pest control problems within three days of possession. If not reported in writing, it is agreed that the premises have no infestation of any kind. Any future infestations of any kind, less termites, shall be your responsibility. You are required to report and suspected or known termite activity. You are not responsible for termite control. Management assumes no responsibility of the control of roaches, mice, ants, bees or other pests. Please notify management if you suspect any termites or wood destroying insects around the house or grounds. You will be charged for any damage caused by uncontrolled pests (i.e., ants building a nest in the a/c unit and damaging the unit.)

Windows/Screens

Any broken window or torn or missing screens, for any reason, will be the responsibility of the Resident to have it repaired in a professional and timely manner. Failure to do so will result in the landlord hiring a professional, and the Resident will be responsible for all cost.

Home Warranty

Your home may have a home warranty. You must contact management prior to you doing any repair other than those listed as your responsibility. Tenant will be responsible for cooperating with Home Warranty vendors as they are not directly contracted with Red Hawk Property Management.

Unauthorized Repairs

Please do not make any repairs or authorize any repairs without the prior written consent of management. All repairs must be authorized in writing before work can be performed. Rent cannot be withheld because or needed repairs nor can the cost of needed repairs be deducted from the rent except as provided by the AZ Landlord/Tenant Act. After receiving written authorization from manager, repairs must be made by approved vendors or licensed contractors only.

Lawns and Grounds

You are required to care for the lawn and grounds as provided in your lease agreement, keeping them in the same condition as when you took possession. This care includes regularly cutting the grass, fertilizing the lawn, trimming the shrubs, edging all the walkways, curbs and driveways, keeping the roof and gutters free from debris, keeping weeds from all rock areas, watering, upkeep of watering systems(except valves), replacement of



Red Hawk Property Management
2451 E Baseline Rd. #410
Gilbert, AZ 85234
Office: 480.396.9766
www.RedHawkPM.com

dead or dying trees and bushes, ETC. Please try to keep all trees and shrubs from growing on or near the roof of gutter system. (Owner will trim/remove all trees higher than 6ft*.) You are also required to report any condition that may cause damage, or temporary, to the yard or house and treat the yard for pests. *Failure to report trees in distress will result in you being charged for their removal and replacement of plants of any height.

Light Bulbs

At move-in, all light fixtures will be equipped with the proper bulbs. All burned out bulbs are to be replaced during the resident's occupancy (including floodlights.) Upon move-out, all lights must be equipped with the proper number and type of bulbs. Light bulbs must be 60 watts unless otherwise specified on the fixture.

Plumbing

You are responsible for keeping all sinks, lavatories and commodes free from obstructions. Please do not let anyone throw anything into the plumbing system or use it for any purpose other than what it is designed for. You will be responsible for any damage or stoppage after three (3) days of occupancy unless it was caused by mechanical failure of the plumbing system. If your system becomes clogged, call the office and we will send out our plumber. Our plumber knows what is considered mechanical failure and what is caused by misuse. There will be no reimbursement for charges not pre-approved by management. Please note damage caused by hanging items from the shower head and/or diverter valve will be charged to the tenant. It is recommended that you not hang any items from the shower head or diverter valve.

Waterbeds

All waterbeds must be registered with management. You will be responsible for all damage caused by a waterbed.

Walls and Ceilings

Please keep all walls clean and unmarred. Do not paint or wallpaper the walls without prior written approval from management. You are welcome to hang pictures on the walls as long as the walls are clean and unmarred upon vacating. We recommend using command type products. All walls, baseboards and trim must be cleaned before vacating (**DO NOT TOUCH UP PAINT, DOING SO COULD RESULT IN CHARGES TO THE TENANT AT MOVE OUT.**) All ceilings must be dusted/vacuumed and cleaned regularly and upon vacating. **IF YOU ARE A SMOKER, YOU ARE RESPONSIBLE FOR ALL SMOKE RESIDUE AND DAMAGE AT THE PREMISES. All properties are non-smoking.** All smoking must be done outside, not inside the home without prior written approval from management.

Carpet/Vinyl/Tile Flooring Care

Tile and vinyl require a solution of soap and water to be applied about once a week. This will keep any dirt or debris from building up on the floor. You are responsible for any repairs required for the flooring to be returned to useable or undamaged condition. Carpets must be **PROFESSIONALLY CLEANED** upon vacating. A copy of the cleaning company's bill will be required at the move-out inspection. Please check with management for a list of acceptable carpet cleaning companies. The use of a rented "do-it-yourself" cleaning unit will not be considered acceptable. A professional carpet cleaning company is required. (Chem-dry and Sears are never acceptable.)



Red Hawk Property Management
2451 E Baseline Rd. #410
Gilbert, AZ 85234
Office: 480.396.9766
www.RedHawkPM.com

Stoves

If the oven or broiler will not turn on, please check the timer on the stove. Generally, the knob will pop out if the time is off. Turn the knob until it pops out. (Also, make sure the clock is set. This can stop operation on some units.) Instructions on other types of units are on the face of the unit. Be careful when cleaning the oven that the oven cleaner does not drip on the counter or on the floor. Do not use oven cleaner on self-cleaning or continuous cleaning ovens. You will be charged for damage to an appliance by improper use, cleaning of lack of maintenance.

Dishwasher

Use the dishwasher at least once per week. Seals may dry up and the motor may be damaged by long periods of not being run. Clean the door and door edges of food items that have fallen from the counter or run down the sides when loading. If the dishwasher starts not performing as expected, the following is a recommendation that should be tried before placing a dishwasher maintenance request.

STEP 1: Turn hot water on at the sink until water is hot, as both the dishwasher and the sink are on the same water supply line.

STEP 2: Use proper soap product such as FINISH POWER BALL. (DO not use liquid dishwasher soap as it DOES NOT dissolve properly.

STEP 3: Make sure tenant is using a good rinse aid such as JET DRY.

STEP 4: At least once a month run Lemi-Shine product by itself in the soap dish with hot wash option on.

Lemi-Shine can be purchased at Walmart and other stores. It's very inexpensive and does an amazing job of keeping your dishwasher working correctly.

Garbage Disposals

Garbage disposals are not for bones, grease, meat or any other similar items. A general rule of thumb is; if you can throw it away, then you should. If the motor buzzes, turn off the switch. Release the disposal by using an Allen Wrench on the bottom of the disposal unit. Turn the wrench back and forth until the unit turns freely. If this does not work, you can also take a broom stick handle in the top of the disposal and rotate it in a clockwise direction. Always unplug the unit before you try any of these repairs. If you are unsuccessful, report the problem in writing to management and we will have a technician call you back. This is not considered an emergency. You will be charged if a foreign object (i.e., bottle caps or tabs, bones etc.) is removed from the disposal. If the disposal does not buzz, please remember there is a small reset button on the bottom of the disposal.

CLEANING AND HOW TO'S

Minimum Cleaning Standards

1. Keep windows and doors clean, inside and outside. The interior cleaning at least once per month, exterior cleaning every six months. Wash between windows and screens every 3 months.
2. Wash interior doors, doorways and walls in heavily traveled areas every 2-3 months.
3. Clean dust, dirt and debris from the upper and lower sliding glass door tracks monthly.



Red Hawk Property Management
2451 E Baseline Rd. #410
Gilbert, AZ 85234
Office: 480.396.9766
www.RedHawkPM.com

4. Clean stove, drip pans, under drip pans, oven racks & drawers, broiler pan, hood, filter and vent twice monthly.
5. Mop and wax all vinyl and hardwood floors twice monthly, mop all tile floors twice monthly.
6. Dust baseboards, windowsills, ceiling fans, doors, ceilings and corner of rooms monthly.
7. Clean a/c and heat air return and **replace air filter monthly.**
8. Clean and sweep out fireplace. Clean fireplace grate, screen and glass, if provided.
9. Replace all burned out light bulbs as needed, clean lighting fixtures as needed. You will be charged for all bulbs that have to be replaced upon move out.
10. Curtains or blinds should be cleaned every six months.
11. Bathrooms should be cleaned every week. This includes the toilet base, bowl, seat, shower, tub, medicine cabinet, sinks, mirrors and all cabinets and drawers (including walls).
12. Replace caulking in tub and sinks as needed.
13. Sweep out garage as needed.
14. Wash or dust cobwebs from exterior of property every three months or as needed.

These are just suggestions and ideas how to maintain the property. If you do the regular cleaning you will find it much easier to get it cleaned up and ready for your move-out inspection. Please note, at move out property should be professionally cleaned and a receipt provided to our office. Contact management for a list of approved vendors.

Countertops and Cabinets

Always use cutting boards and hot pads when cutting or placing hot items on the countertops. Do not use abrasive cleaners on countertops, as they will scratch. All unpainted cabinets must be cleaned regularly with a wood cleaner (such as Murphy's oil soap) and treated with a wood preserver (Such as Scott's Liquid Gold). All cabinets must be vacuumed out and drawer/door fronts cleaned as above before vacating.

Kitchen Appliances

Each kitchen appliance must be cleaned regularly. In particular, the stove hood & the filter in the stove hood, the oven, under the burner rings and drip pans. Please do not put aluminum foil on the drip pans. Upon move-out all drip pans must be new. Our cost for these is approximately \$15.00 - \$28.00 depending on the stove. Please clean under and around the refrigerator as well as the washer and dryer regularly. Not cleaning these items regularly can cause excessive wear and tear, for which you will be responsible.

Fireplaces

If there is a fireplace in your home, please do not burn pine or any other "sappy" wood. This causes a build up of residue in the chimneys and increases the possibility of a fire. The fireplace is not a place to burn cardboard, holiday wrappings, pine needles, etc. Chimneys should be professionally cleaned at least once every two years.

MOVE-OUT

Put it in Writing

Before notice is accepted by management, it must be put in writing. The notice must include the date you anticipate having the property ready for a move-out inspection and where you are moving to (even if you do not

02/2025

TENANTS Initials



Red Hawk Property Management
2451 E Baseline Rd. #410
Gilbert, AZ 85234
Office: 480.396.9766
www.RedHawkPM.com

have a forwarding address, list the city and state where you are relocating). Notice must be one full calendar month (1st through the end of month) and delivered in writing or by certified mail to our office. Our website has a 30-day notice form for your convenience.

Marketing during the notice period

The property may be listed for sale or rent. The most probable showing hours are from 9:00 am to 6:00 pm. The property must be available and in good showing condition during this marketing time. Illness and birthday parties are acceptable reasons for rescheduling a showing. Inconvenience, out-of-town guests and no one home are not acceptable reasons to reschedule. Your home telephone will be called at least 48 hours before showing. You will also be sent 48 hours written notification to your given e-mail. If there is no answer or answering system or you do not respond, we will send a certified letter notifying you of the date & time of the showing. If permission is given, we will call your work number. Extra effort is expected in keeping the yard neat and the house clean during marketing.

Minimum showing conditions:

1. All beds made and rooms neat.
2. Floors are recently vacuumed; clutter free, especially no piles of dirty clothes.
3. Kitchen and baths are clean; sinks are clean and empty.
4. Walls are clean and unmarred.
5. Pets are out of the way.
6. TV is off or on low so as not to be intrusive.
7. Yard is mowed and trimmed and in good condition.
8. Blinds/curtains are open and home is well lit (when possible).

The better the home shows, the more likely it will sell or rent quickly. The faster a new resident is found, the less you will be bothered by showings. A home that shows well benefits everyone!

Move-Out Inspection

It is your responsibility to schedule your move-out inspection. Please schedule as early as possible, especially if you are moving out of state or during the last week of the month. Asking for a same day inspection is impossible, as the property managers have a full schedule. You have the right to be present, but please do not follow the manager through the house. We give you the privilege of completing your initial report without Management looking over your shoulder; please give us the same consideration. If you are not present, Management's report is final. If you chose to not be present at the move out inspection, you must provide possession of the property (keys) to our office at 2451 E Baseline Rd Ste 410, Gilbert, AZ 85234 by 4:30 p.m. on the last day of your lease.

1. Inspection appointments are made from 9:00 am – 4:00 pm Monday through Friday. Please do not plan on an inspection to be made on weekends or holidays. They take up to an hour, depending on the size of the home. Please note that the purpose of the inspection is for us to document the condition of the property. You will not be allowed to make any changes nor be told what charges may be incurred;
2. All utilities are to remain on until 11:59 p.m. the final day of your lease or if your inspection is scheduled for a date after your lease has ended, 11:59 p.m. the day of your inspection;



Red Hawk Property Management
2451 E Baseline Rd. #410
Gilbert, AZ 85234
Office: 480.396.9766
www.RedHawkPM.com

3. Inspections are made only after you have completely vacated the unit, carpets and interior have been professionally cleaned and dry (receipts required), yard is mowed, landscaping clean and trimmed, all trash is hauled off, and you are ready to turn over keys at the time of inspection. If any keys that were provided to you at move in or during the term of your lease are not returned, you will be charged;
4. A room-by-room check will be made, including interior, exterior, grounds, appliances, windows, curtains, blinds, etc.;
5. A re-inspection fee of \$75 will be charged for each return trip that is required after the first appointment. If the Inspector arrives for the appointment and the house is not ready and/or the utilities are not on, the inspector will leave. You will be charged for all subsequent trips.

Breaking the Lease

If you should break your lease, you will be responsible for all costs incurred in securing a new tenant.

1. We work diligently to reduce your costs should you break your lease. If you find you have to move before the end of your lease, we will market the property promptly. You must pay a full month's rent for every month until a new tenant is secured. **When the new tenant moves in, your obligation may cease depending on their lease.**
2. Forfeiture of your security deposit does not excuse you from other obligations of the lease. You must follow all procedures for marketing, cleaning, and checkout.
3. Following is a list of the most common charges for breaking a lease. These are some, but not all of the possible charges:
 - A re-leasing and/or breaking lease penalty
 - Rent until a new lease takes effect
 - Lawn Maintenance (you need to arrange for that before leaving)
 - Utilities (keep them on in your name until notified of a new tenant)
 - Advertising (until the unit is re-rented)
 - Commissions to re-lease the unit

Return of the Security Deposit

THE SECURITY DEPOSIT MAY **NOT** BE USED AS THE LAST MONTH'S RENT!!!!!!

1. The security deposit will be refunded in one check and made payable to all tenants within **14 business** days of your final move-out inspection or when management obtains possession. Possession occurs when keys are returned to the office and/or manager.
2. Following are the requirements for a full refund:
 - Provided a written 30-day notice prior to vacating.
 - Returned all keys and remotes provided during tenancy.
 - Have left the premises clean, undamaged, and followed all check out procedures in the lease.
 - All walls are clean and unmarred. (Home interiors are not always fully painted between residents.)
 - All carpets have been professionally cleaned (receipt required.)
 - All landscaping has been trimmed, blown out and raked.



Red Hawk Property Management
2451 E Baseline Rd. #410
Gilbert, AZ 85234
Office: 480.396.9766
www.RedHawkPM.com

- Have paid all charges and rents due.
- Have removed all debris, rubbish, and discarded all items from the premises, including leaving empty garbage and recycling bins.
- Have provided a forwarding address and telephone number.

SUMMARY

- Remember all instructions and requirements of the lease. This handbook was written to be used as a reference for you. Place it somewhere you can easily find it. Before calling the office, look to see if the answer you seek is here. If you find something you think would be helpful to others, but it is not included, please notify your Property Manager. We are always looking for additional ways to serve you.
- Welcome to Red Hawk Property Management – We welcome you to our area. Please take advantage of the many opportunities to enjoy the beautiful and friendly Phoenix Metro Area. Should you decide to make this your permanent home, call the office. We would be happy to help you find that special place just for you. We look forward to a pleasant relationship and a happy renting experience.

Red Hawk Property Management
2451 E Baseline Rd. #410
Gilbert, AZ 85234
Email: rhpm@azrhr.com
Phone: 480-396-9766

I/We _____ (Tenant's) acknowledge the receipt of the Tenant Handbook and understand that it is part of our Lease Agreement.

Tenant Date Signed

Tenant Date Signed



Red Hawk Property Management
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Move In Sheet Acknowledgement

Tenant acknowledges that they have received the Move-In Form from Red Hawk Property Management. Tenant understands that they have ten (10) days from the start of their lease to complete and return this the Move-In Form to Red Hawk Property Management. If Red Hawk Property Management does not receive this Move in Form within ten (10) days of the lease start date, Tenant understands that the property will be considered to be in satisfactory condition with no noted damages.

Red Hawk Property Management documents the condition of the property with photos within 72 hours of your move-in date. These photos will be used as the primary documentation of the property condition at move-in.

The Move-In Form is for documentation purposes only. If a repair is needed on the property, Tenant must submit a work order using their tenant portal.

Tenant Signature Date

Tenant Signature Date



MOVE-IN / MOVE-OUT CONDITION CHECKLIST



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



1. Landlord: _____
2. Tenant: _____
3. Premises Address: _____
4. Move-in Date _____ Move-out Date _____
5. Inspection Date _____ Inspection Date _____

6. Complete the move-in section of this form and return it to your Landlord within five (5) days or 10 days after occupancy.
7. All items are deemed to be in good condition unless noted otherwise. Test all locks, window latches, smoke detectors, and
8. equipment. **This form is not a repair request.** Submit all requests for repairs separately in accordance with your lease. You and your
9. Landlord will also use this form upon move-out. Keep a copy for your records. Note any defects in the items listed below. **If you fail to**
10. **return this form you will be held responsible for any damages, and you will be accepting the Premises in its current condition.**

EXTERIOR ITEMS

MOVE-IN CONDITION

MOVE-OUT CONDITION

- | | | | | |
|---|-------------------------------|--------------------------------|-------|-------|
| 11. Fences & Gates | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 12. Lawn (Trees / Shrubs / Landscaping) | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 13. Paint | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 14. Front Door — Door Knob and Locks | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 15. Back Door — Door Knob and Locks | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 16. Fountain | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 17. Grill | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 18. Swimming Pool | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 19. Hot tub / Spa | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 20. Other: _____ | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
21. Water Shut-Off Valve Located? Yes No Breaker Panel Located? Yes No

22. COMMENTS: _____
23. _____

GARAGE / CARPORT

MOVE-IN CONDITION

MOVE-OUT CONDITION

- | | | | | |
|---------------------------------|-------------------------------|--------------------------------|-------|-------|
| 24. Ceilings, Walls, Baseboards | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 25. Floor / Driveway | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 26. Auto Door Opener | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 27. Remotes | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 28. Garage Door | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 29. Plugs & Switches | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 30. Other: _____ | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |

31. COMMENTS: _____
32. _____

ENTRY & HALL

MOVE-IN CONDITION

MOVE-OUT CONDITION

- | | | | | |
|---|-------------------------------|--------------------------------|-------|-------|
| 33. Ceiling, Walls (Paint), Baseboards, Vent Covers | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 34. Doors (Close properly / Condition) | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 35. Flooring | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 36. Stairwell / Handrails | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 37. Light Fixtures | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 38. Closet Shelves & Rods | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |
| 39. Other: _____ | <input type="checkbox"/> Good | <input type="checkbox"/> Other | _____ | _____ |

40. COMMENTS: _____
41. _____



LIVING ROOM

MOVE-IN CONDITION

MOVE-OUT CONDITION

- 42. Ceiling, Walls (Paint), Baseboards, Vent Covers Good Other _____
- 43. Fireplace Good Other _____
- 44. Doors (Close properly / Condition) Good Other _____
- 45. Flooring (Note burns, tears, stains) Good Other _____
- 46. Lights & Ceiling Fans Good Other _____
- 47. Windows & Screens Good Other _____
- 48. Window coverings Good Other _____
- 49. Plugs & Switches Good Other _____
- 50. Other: _____ Good Other _____
- 51. **COMMENTS:** _____
- 52. _____

KITCHEN

MOVE-IN CONDITION

MOVE-OUT CONDITION

- 53. Ceiling, Walls (Paint), Baseboards, Vent Covers Good Other _____
- 54. Flooring Good Other _____
- 55. Lights Good Other _____
- 56. Plugs & Switches Good Other _____
- 57. Cabinets (Close properly / Condition) Good Other _____
- 58. Drawers (Close properly / Condition) Good Other _____
- 59. Countertops Good Other _____
- 60. Sink & Faucet Good Other _____
- 61. Disposal Good Other _____
- 62. Dishwasher Good Other _____
- 63. Microwave Good Other _____
- 64. Refrigerator Good Other _____
- 65. Stove Good Other _____
- 66. Fan, filter & hood Good Other _____
- 67. Other: _____ Good Other _____
- 68. **COMMENTS:** _____
- 69. _____

DINING ROOM

MOVE-IN CONDITION

MOVE-OUT CONDITION

- 70. Ceiling, Walls (Paint), Baseboards, Vent Covers Good Other _____
- 71. Flooring Good Other _____
- 72. Lights & Ceiling Fans Good Other _____
- 73. Windows & Screens Good Other _____
- 74. Window coverings Good Other _____
- 75. Plugs & Switches Good Other _____
- 76. Other: _____ Good Other _____
- 77. **COMMENTS:** _____
- 78. _____

PRIMARY BEDROOM

MOVE-IN CONDITION

MOVE-OUT CONDITION

- 79. Ceiling, Walls (Paint), Baseboards, Vent Covers Good Other _____
- 80. Doors (Close properly / Condition) Good Other _____
- 81. Flooring (Note burns, tears, stains) Good Other _____
- 82. Lights & Ceiling Fans Good Other _____
- 83. Windows & Screens Good Other _____
- 84. Window coverings Good Other _____
- 85. Plugs & Switches Good Other _____
- 86. Closet Shelves & Rods Good Other _____
- 87. Other: _____ Good Other _____
- 88. **COMMENTS:** _____
- 89. _____

>>



BEDROOM #2

MOVE-IN CONDITION

MOVE-OUT CONDITION

- 90. Ceiling, Walls (Paint), Baseboards, Vent Covers Good Other _____
- 91. Doors (Close properly / Condition) Good Other _____
- 92. Flooring (Note burns, tears, stains) Good Other _____
- 93. Lights & Ceiling Fans Good Other _____
- 94. Windows & Screens Good Other _____
- 95. Window coverings Good Other _____
- 96. Plugs & Switches Good Other _____
- 97. Closet Shelves & Rods Good Other _____
- 98. Other: _____ Good Other _____

99. **COMMENTS:** _____
100. _____

BEDROOM #3

MOVE-IN CONDITION

MOVE-OUT CONDITION

- 101. Ceiling, Walls (Paint), Baseboards, Vent Covers Good Other _____
- 102. Doors (Close properly / Condition) Good Other _____
- 103. Flooring (Note burns, tears, stains) Good Other _____
- 104. Lights & Ceiling Fans Good Other _____
- 105. Windows & Screens Good Other _____
- 106. Window coverings Good Other _____
- 107. Plugs & Switches Good Other _____
- 108. Closet Shelves & Rods Good Other _____
- 109. Other: _____ Good Other _____

110. **COMMENTS:** _____
111. _____

BEDROOM #4 / DEN / LOFT

MOVE-IN CONDITION

MOVE-OUT CONDITION

- 112. Ceiling, Walls (Paint), Baseboards, Vent Covers Good Other _____
- 113. Doors (Close properly / Condition) Good Other _____
- 114. Flooring (Note burns, tears, stains) Good Other _____
- 115. Lights & Ceiling Fans Good Other _____
- 116. Windows & Screens Good Other _____
- 117. Window coverings Good Other _____
- 118. Plugs & Switches Good Other _____
- 119. Closet Shelves & Rods Good Other _____
- 120. Other: _____ Good Other _____

121. **COMMENTS:** _____
122. _____

BATHROOM (PRIMARY)

MOVE-IN CONDITION

MOVE-OUT CONDITION

- 123. Ceiling, Walls (Paint), Baseboards, Vent Covers Good Other _____
- 124. Doors (Close properly / Condition) Good Other _____
- 125. Flooring Good Other _____
- 126. Light Fixtures Good Other _____
- 127. Plugs & Switches Good Other _____
- 128. Cabinets (Close properly / Condition) Good Other _____
- 129. Countertops Good Other _____
- 130. Sinks & Faucets Good Other _____
- 131. Soap dishes, towel bars, shower rod, Good Other _____
132. paper holders secure
- 133. Mirrors Good Other _____
- 134. Medicine Cabinet Good Other _____
- 135. Tub / Shower & Faucets Good Other _____
- 136. Toilet Good Other _____
- 137. Plumbing working properly Good Other _____

>>



- 138. Linen Closet Good Other _____
- 139. Fan Good Other _____
- 140. Other: _____ Good Other _____
- 141. **COMMENTS:** _____
- 142. _____

BATHROOM #2

MOVE-IN CONDITION

MOVE-OUT CONDITION

- 143. Ceiling, Walls (Paint), Baseboards, Vent Covers Good Other _____
- 144. Doors (Close properly / Condition) Good Other _____
- 145. Flooring Good Other _____
- 146. Light Fixtures Good Other _____
- 147. Plugs & Switches Good Other _____
- 148. Cabinets (Close properly / Condition) Good Other _____
- 149. Countertops Good Other _____
- 150. Sinks & Faucets Good Other _____
- 151. Soap dishes, towel bars, shower rod Good Other _____
- 152. Tub / Shower & Faucets Good Other _____
- 153. Toilet Good Other _____
- 154. Plumbing working properly Good Other _____
- 155. Fan Good Other _____
- 156. Other: _____ Good Other _____
- 157. **COMMENTS:** _____
- 158. _____

BATHROOM #3

MOVE-IN CONDITION

MOVE-OUT CONDITION

- 159. Ceiling, Walls (Paint), Baseboards, Vent Covers Good Other _____
- 160. Doors (Close properly / Condition) Good Other _____
- 161. Flooring Good Other _____
- 162. Light Fixtures Good Other _____
- 163. Plugs & Switches Good Other _____
- 164. Cabinets (Close properly / Condition) Good Other _____
- 165. Countertops Good Other _____
- 166. Sinks & Faucets Good Other _____
- 167. Soap dishes, towel bars, shower rod Good Other _____
- 168. Tub / Shower & Faucets Good Other _____
- 169. Toilet Good Other _____
- 170. Plumbing working properly Good Other _____
- 171. Fan Good Other _____
- 172. Other: _____ Good Other _____
- 173. **COMMENTS:** _____
- 174. _____

UTILITY / LAUNDRY ROOM

MOVE-IN CONDITION

MOVE-OUT CONDITION

- 175. Fan Good Other _____
- 176. Cabinets (Close properly / Condition) Good Other _____
- 177. Sink Good Other _____
- 178. Washer Good Other _____
- 179. Dryer Good Other _____
- 180. Washer / Dryer Hookups Good Other _____
- 181. Dryer Vent Good Other _____
- 182. Flooring (Note burns, tears, stains) Good Other _____
- 183. Doors (Close properly / Condition) Good Other _____
- 184. Switches Good Other _____
- 185. Other: _____ Good Other _____
- 186. **COMMENTS:** _____
- 187. _____



ADDITIONAL ROOM

188. Room Name: _____

	MOVE-IN CONDITION	MOVE-OUT CONDITION
189.	<input type="checkbox"/> Good <input type="checkbox"/> Other	_____
190.	<input type="checkbox"/> Good <input type="checkbox"/> Other	_____
191.	<input type="checkbox"/> Good <input type="checkbox"/> Other	_____
192.	<input type="checkbox"/> Good <input type="checkbox"/> Other	_____
193.	<input type="checkbox"/> Good <input type="checkbox"/> Other	_____
194.	<input type="checkbox"/> Good <input type="checkbox"/> Other	_____
195.	<input type="checkbox"/> Good <input type="checkbox"/> Other	_____
196.	<input type="checkbox"/> Good <input type="checkbox"/> Other	_____
197.	<input type="checkbox"/> Good <input type="checkbox"/> Other	_____

OTHER

	MOVE-IN CONDITION	MOVE-OUT CONDITION
198.	Heating <input type="checkbox"/> Good <input type="checkbox"/> Other	_____
199.	A/C <input type="checkbox"/> Good <input type="checkbox"/> Other	_____
200.	Swamp Cooler <input type="checkbox"/> Good <input type="checkbox"/> Other	_____
201.	Filters size: _____ <input type="checkbox"/> Good <input type="checkbox"/> Other	_____
202.	Fire Sprinklers <input type="checkbox"/> Good <input type="checkbox"/> Other	_____
203.	Security Alarm <input type="checkbox"/> Good <input type="checkbox"/> Other	_____
204.	Smoke Detector(s) <input type="checkbox"/> Good <input type="checkbox"/> Other	_____
205.	Carbon Monoxide Detector <input type="checkbox"/> Good <input type="checkbox"/> Other	_____
206.	Trash Removed <input type="checkbox"/> Good <input type="checkbox"/> Other	_____
207.	_____ <input type="checkbox"/> Good <input type="checkbox"/> Other	_____
208.	_____ <input type="checkbox"/> Good <input type="checkbox"/> Other	_____

209. **COMMENTS:** _____
 210. _____

FIXTURE / PERSONAL PROPERTY INVENTORY

211. The following fixtures / personal property are also included in the Residence (check all that apply):

	QUANTITY	BRAND	COLOR	SERIAL #	CONDITION
212.	<input type="checkbox"/>	Refrigerator	_____	_____	_____
213.	<input type="checkbox"/>	Stove	_____	_____	_____
214.	<input type="checkbox"/>	Dishwasher	_____	_____	_____
215.	<input type="checkbox"/>	Washer	_____	_____	_____
216.	<input type="checkbox"/>	Dryer	_____	_____	_____
217.	<input type="checkbox"/>	_____	_____	_____	_____
218.	<input type="checkbox"/>	_____	_____	_____	_____
219.	<input type="checkbox"/>	_____	_____	_____	_____
220.	<input type="checkbox"/>	_____	_____	_____	_____

221. **COMMENTS:** _____
 222. _____
 223. _____
 224. _____
 225. _____
 226. _____

>>



Move-In / Move-Out Condition Checklist >>

- 227. Landlord and Tenant acknowledge that video and/or photos (digital or otherwise) may have been taken of the Premises condition and are
- 228. in Landlord's possession. Tenant may take video and/or photos at Tenant's own expense.
- 229. **TENANT AGREES** that the above information is an accurate account of the condition and contents of the Premises and acknowledges
- 230. receiving a copy hereof. Tenant understands that unless otherwise noted, all discrepancies will be Tenant's responsibility and will be
- 231. deducted from the security deposit at time of move out. Tenant may be present at the move-out inspection and, upon request, the Tenant
- 232. shall be notified when the move-out inspection will occur.

***** PLEASE MAKE A COPY FOR YOUR RECORDS *****

MOVE-IN

233. Completed on this _____ day of _____, 20_____.

234. _____
 ^ NAME (PLEASE PRINT) ^ SIGNATURE DATE

235. _____
 ^ NAME (PLEASE PRINT) ^ SIGNATURE DATE

236. This checklist must be signed and dated by the Landlord or Property Manager to be deemed received.

237. _____
 ^ LANDLORD/PROPERTY MANAGER DATE

MOVE-OUT

238. Completed on this _____ day of _____, 20_____.

239. _____
 ^ NAME (PLEASE PRINT) ^ SIGNATURE DATE

240. _____
 ^ NAME (PLEASE PRINT) ^ SIGNATURE DATE

241. This checklist must be signed and dated by the Landlord or Property Manager to be deemed received.

242. _____
 ^ LANDLORD/PROPERTY MANAGER DATE

For Broker Use Only:

Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
MO/DA/YR

