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Residency and Financials

1.1 PARTIES AND OCCUPANTS

This Lease Contract is between you, the undersigned Tenant(s):

<<Tenants (Financially Responsible)>>,

and us, the Landlord/Owner:

<<Owner Name(s)>>

You've agreed to rent the property located at

<<Unit Address>>

for use as a private residence only. The terms "you" and "your" refer to all Tenants listed above. The terms "we," "us," and "our" refer to the Landlord/Owner listed above and/or Agent. <<Company Name>> is the Agent for Landlord exclusively.

The Residence will be occupied exclusively by <<Tenants (Financially Responsible)>> and <<Other Occupant(s)>> the Resident(s). The Owner/Agent must approve unauthorized occupants living in the premises for longer than 7 consecutive days or an aggregated 14 days in any calendar year. In the event you attempt to sublet, transfer or assign this Lease Contract and/or allow any person other than those listed above to occupy the premises without our prior written consent, such act shall be deemed a material non-compliance and we may terminate this Lease Contract.

1.2 LEASE DURATION

The terms of this tenancy shall commence on <<Lease Start Date>> (commencement date) and end on <<Lease End Date>> (termination date) at 5:00 p.m. at which time all keys, remotes, mailbox keys, etc must be returned to <<Company Name>>. Unless a thirty (30) day written notice to terminate is given by either party or a new agreement is signed, this agreement shall continue on a month-to-month basis beginning with the day following termination date specified above. Rent shall increase by twenty (20) percent from the last month of the term of the Lease Contract during the month-to-month tenancy; no additional notice shall be required for the month-to-month increase of rent. All other terms and conditions remain the same during the month-to-month tenancy.

1.3 RENTS AND CHARGES

You shall pay <<Monthly Charges>> plus Tax Rate% tax per month for rent. The first month's rent and/or prorated rent charges of <<Prorated Charges>> plus Tax Rate% tax shall be in the form of certified funds and is due prior to move-in.

Every month thereafter, you must pay your rent, without any deductions, on or before the 1st day of each month; with a grace period of <<Grace Period Days>>. If not paid by the 1st, rent

shall be considered overdue and delinquent on the 2nd day of each calendar month.

The following late fees will be waived if rent is received in full by 12:00 p.m. on the last day of the grace period:

Daily late fee: <<Daily Late Fee>> plus Tax Rate% tax.

Our acceptance 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 you of any obligation to pay the balance of the Rent and any applicable late fees or costs.

A charge of \$35 plus Tax Rate% tax will apply for every returned check or rejected electronic payment plus the amount of any fees charged to the Owner/Agent by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. If a Rent payment has been returned unpaid for any reason, Landlord shall be entitled to demand that all sums pursuant to this Lease Contract be paid in certified funds.

A charge of \$35.00 plus Tax Rate% tax will apply for each occurrence where Owner/Agent delivers to Resident any notice for any breach of this Lease Contract.

Regardless of any notation on a payment, we reserve the right to apply funds in the order in which we see fit. (i.e. - oldest charges first).

Additional charges for late fees, notice fees, returned check fees, etc are considered additional rent.

1.4 RESIDENTIAL RENTAL TAX RATE

The current municipal rental tax rate is Tax Rate% and is to be added to your monthly rent.

If the sales tax rate changes during the term of this Lease Contract, we may adjust the amount of rent due equal to the difference caused by the tax changes upon thirty (30) days written notice to you.

1.5 RENTAL PAYMENT OPTIONS

All rents are due and payable in full, in advance, on the first day of each month. Monthly bills/reminders will not be sent. Partial payments will not be accepted. Any rents late or lost in the mail will be considered unpaid until received by Owner/Agent; post mark for mailed payments is not considered received date. Payments must be made by one single instrument, a \$25 processing fee will be assessed for multiple payments in any one month. Payments sent after a 5 day notice has been processed must be in the form of a cashier's check. Payments should be in the form of one of the below approved payment methods and made payable to Evolution Real Estate:

1. ACH Payment through online Tenant Portal - subject to a \$2.49 processing fee.
2. Cash payment with your personalized pay slip at an approved cash payment location - subject to a variable third party

- processing fee determined at the time of payment.
- 3. Credit/debit card payment through online Tenant Portal - subject to a variable third party processing fee determined at time of payment.
- 4. Personal check, money order or cashier's check mailed to the address below - subject to a \$10.00 processing fee.

<<Company Name>>
 <<Company Address>>

1.6 REFUNDABLE SECURITY DEPOSIT

The total security deposit at the time of execution of this Lease Contract is <<Security Deposit Charges>>, due on or before the date this Lease Contract is signed. Agent will hold the security deposit in Agent's Trust Account for the term of the tenancy and upon termination of the tenancy, reserves the right to use the security deposit, or portions thereof, to cover any charges related to your performance of this Lease Contract; including but not limited to, cleaning, repair of damages, unpaid rent, late fees, and returned check fees.

No refundable deposit shall be transferred from Agent's Trust Account to anyone other than Resident without ten (10) calendar days written notice to Resident.

If any portion of the Security Deposit is applied by the Owner/Agent, Tenant shall deposit with Owner/Agent an amount sufficient to restore the Security Deposit to the original amount and Resident's failure to do so shall be a default under this Lease Contract. If Landlord accepts this Lease Contract and Resident breaches this Lease Contract prior to commencement of tenancy, in addition to any other remedies Owner/Agent may have, Owner/Agent shall be entitled to retain the amount of his actual damages, including any loss of rent through current lease term.

Tenant shall NOT have the right to apply Security Deposit in payment of any rent.

Owner/Agent at his sole discretion may raise Security Deposits proportionately with rent increases.

1.7 MOVE IN CHARGES SUMMARY

The Arizona Residential Landlord Tenant Act (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 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 Agent.

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

TOTAL DEPOSITS / ONE TIME FEES
 <<One-time Charges>>

Plus Tax Rate% tax applied to non-refundable fees.

TOTAL FIRST MONTH RENT CHARGES

<<Prorated Charges>>

Plus Tax Rate% tax.

\$Hold Deposit Paid Credit of hold deposit paid

\$Total Due at Move In shall be due in the form of certified funds on or before Rent Due Date

DISHONOR OF ANY MOVE-IN FUNDS/FAILURE TO PAY MOVE IN FUNDS TIMELY:

Failure of move-in funds to be honored by the banking institution shall be deemed a material falsification of the tenant's financial ability to perform and is a material and irreparable breach. Owner/Agent may refuse to allow Resident to take possession or may demand the Resident return possession within ten days. In either of the cases listed above, Resident shall remain liable for any financial harm incurred by the breach of this lease, subject to the Owner/Agent's duty to mitigate their damages.

1.8 APPLIANCES

The following appliances are provided in the dwelling in as-is condition: <<Appliances Included>>

Such appliances remain as a convenience to the Resident and Owner/Agent assumes no responsibility for their operation. No part of the monthly rent is attributable to them. Resident agrees to use any appliance in a safe manner and not commit waste of any kind. Resident shall notify Owner/Agent in writing of any repair that is needed.

1.9 UTILITIES

We'll pay for the following utilities:

<<Utilities Included>>

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. We do not guarantee or warrant that there will be no interruption of utility service. You shall contact the utility service provider in the event of an interruption of service. If your electricity is ever interrupted, you must use only battery-operated lighting.

Utility service shall be established on or before <<Lease Start Date>> and shall continue until 72 hours after the move out inspection to allow for any repairs and cleaning required. Failure to establish utility service by Lease Start Date is a breach of Lease Contract and will result in an administrative fee of \$5 per day from Lease Start Date until utility service is established by Resident. Any utility charges incurred by Owner/Agent after <<Lease Start Date>>, along with the daily administrative fee, will be considered additional rent and will be due and payable immediately.

1.10 INSURANCE

We do not maintain insurance to cover your personal belongings or personal injury. You assume all liability for personal injury, property damage or loss, and insurable risk. We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are **REQUIRED** to purchase personal liability insurance with a minimum of \$100,000 in liability coverage and naming <<Company Name>> and <<Owner Name(s)>> as additionally insured. Failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

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Policies and Procedures

1.11 OWNER/AGENT LIABILITY

If for any reason we are requested to render any services, such as moving automobiles, handling furniture, cleaning or delivering packages, which are not required by this Lease Contract; whether or not payment is arranged for such services and you agree to hold us harmless from all liability in connection with such services.

1.12 KEYS AND LOCKS

When applicable, you will be provided the following keys:

Front door key, garage door remote, mailbox key, swimming pool key, gate remote

All deadlocks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

You shall be liable for the entire cost all of key and lock replacements. You shall not change the locks or add a deadbolt lock without our written consent.

All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned.

1.13 ADDITIONAL DAMAGES

If for any reason you fail to fulfill all of your obligations under the Lease Contract, or if for any reason the lease agreement terminates due to a breach by you, you shall pay Owner/Agent a \$1,000.00 plus tax marketing cost/re-letting/administration fee, along with any other charges for rent and/or damages for which you are responsible under the terms of this Lease Contract, notwithstanding any other rights that Owner/Agent may have under this Lease Contract.

Furthermore, if you have received any concessions of rent for any reason, and for any reason you fail to fulfill all the obligations of this Contract, then all concessions shall immediately become due and owing as additional rent and must be repaid immediately to Owner/Agent.

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

X _____
Initial Here

2.1 HOMEOWNER'S ASSOCIATION

You have either received a copy of any rules, regulations, covenants, conditions and restrictions, homeowner's association rules, ordinances, and laws ("Rules and Law") concerning the Premises, or have made an independent investigation of the applicability of any such Rules and Law to your use of the Premises. If the homeowners' association, state, county, municipal or other governmental bodies adopt new ordinances, rules or other legal provisions affecting this lease Lease Contract, we may make immediate amendments to bring this Lease Contract into compliance with the law. In such event, we agree to give you notice that this Lease Contract has been amended and shall provide a brief description of the amendment and the effective date.

Owner/Agent and Resident agree to comply with the applicable Rules and Law concerning the Premises. You agree to supervise other occupants, family, guests, invitees, or other persons under your control to ensure their compliance with the Rules and Law and shall be responsible for any actions of the foregoing who violate this Lease Contract or the applicable Rules and Law. You shall immediately notify us upon receipt of any notice of violation and shall pay any fines or penalties assessed by any governing body as a result of your noncompliance with Rules and Law, as additional rent.

2.2 RESIDENT SAFETY AND PROPERTY LOSS

Safety and Security

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact <<Company Name>>. We do not warranty or guarantee you or your guest's safety. We do not furnish a security patrol agency on the premises. You understand and agree that your safety and security is your own personal responsibility.

You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices. You agree to make every effort to abide by the rules and guidelines in this Lease Contract.

Casualty Loss

We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

Smoke Detectors

You acknowledge that the residence is equipped with smoke and/or carbon monoxide detectors in accordance with state or local government regulations. You must immediately report smoke/carbon monoxide detector malfunctions to us. Neither you nor others may disable smoke/carbon monoxide detectors. You will be liable to others and us for any injury, death, loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke/carbon monoxide detector or from your

failure to replace a dead battery or report malfunctions to us.

Lead-based Paint

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

Premises were constructed before 1978 - and you have received and executed the Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards, and have received any reports, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home"

Premises were constructed in 1978 or after

Safety and Crime Free

You or any guest or resident under your control, should not engage in any criminal activity in your unit or community.

In consideration for the execution or renewal of a lease of the dwelling unit identified in the Lease Contract, Owner/Agent and Resident agree as follows: Resident, any member(s) of the resident's household, a guest or any other person affiliated with the resident, at or near the resident premises:

1. 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 an illegal or controlled substance as defined in Section 102 of the Controlled Substance Act.
2. Shall not engage in any act intended to facilitate criminal activity.
3. Will not permit the dwelling unit to be used for, or to facilitate criminal activity.
4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in A.R.S. 13-3451.
5. Shall not engage in any illegal activity, including, but not limited to prostitution as defined in A.R.S. 13-3211, criminal street gang activity as defined in A.R.S. 13-105 and A.R.S. 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 a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage, as defined in A.R.S. 33-1368.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this Crime Free Clause 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 lease under A.R.S. 33-1377, as provided in A.R.S. 33-1368. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.

7. You hereby authorize management to use all police generated reports as direct evidence in all eviction hearings against you.

2.3 PARKING

You will park on the property in accordance with any and all rules and regulations imposed by any HOA or municipalities. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from existing, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes.

2.4 ANIMALS

Animals (including mammals, reptiles, birds, fish, and insects) are allowed only if we have so authorized in writing. We do not allow visiting animals. We will authorize an assistive animal for a disabled person. Assistive animals must be fully disclosed and approved by Owner/Agent. We may require a written statement from a qualified professional, verifying the need for the assistive animal.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract and forfeit your entire security deposit.

2.5 SMOKE FREE PROPERTY

Resident understands and agrees that no smoking of anything shall be allowed in the home, on the patio, in the yard, in the garage or anywhere on the premises at any time by any person whatsoever. This includes vaping. Any smoking must be done off the rented premises. Tenant agrees to pay Owner/Agent a fine of \$1,000.00 for violation of this provision and further understands that this is a noncompliance of the lease terms.

2.6 NOISE AND CONDUCT

All musical instruments, television sets, stereos, CD's, radios, etc., are to be played at a volume which will not disturb other persons. You shall not make or allow any disturbing noises in the premises by resident, occupants, guests or invitees. You shall be responsible and liable for the conduct of your occupants, guests and invitees. Acts of occupants, guests and invitees in violation of this agreement or these rules and regulations shall be deemed by Owner/Agent to be a breach by resident. You and/or your guests must not wash or repair vehicles on property unless there is an area designated for the same. You agree to abide by rules and regulations established by Owner/Agent. Entrances, hallways, walks, lawns and other public areas shall not be obstructed. Recreational equipment and toys such as tricycles, scooters, wagons, etc. will be of size and quantity to permit storage inside the premises or on enclosed patios, or garages, if such is available.

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

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Initial Here

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Responsibilities

3.1 CONDITION OF PREMISES AND ALTERATIONS

You accept the Residence, fixtures, and appliances as is, except for conditions materially affecting the health or safety of ordinary persons. Except as required by law, we disclaim all implied warranties. You shall maintain the premises in good, clean and tenable condition throughout the tenancy. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. You may not paint or make any alteration without our written consent.

You agree that if you elect to install a satellite dish, you will comply with all FCC regulations and any other restrictions that restrict the placement of the dish (state, HOA, etc.). Owner/Agent will not unreasonably prohibit the placement of said satellite dish but will prohibit you from attaching the dish directly to the property in any manner (ie: nails or screws) without written consent for the permanent placement of the dish. You must obtain insurance to cover the installation of the dish, naming the Landlord as an additional insured.

Further, you shall at your own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same at termination hereof, in as good of condition as received, normal wear and tear expected.

You hereby acknowledge receipt of move in checklist. Completed move in check list must be returned to Owner/Agent no later than seven (7) days after move in date. If move in check list is not received by Owner/Agent by the 7th day after move in, you accept the premises in good condition with no damages.

3.2 HVAC SYSTEM

The Residence is equipped with central air conditioning or individual units, proper use and care of the air conditioning equipment shall be your responsibility. Electric and kerosene heating units and portable evaporative cooling units are prohibited without Landlord's written permission.

A portion of your total monthly amount due will be used to have HVAC filters delivered to your home approximately every 30 days under the Utility & Maintenance Reduction Program. You shall properly install the filter that is provided within two (2) days of receipt. You hereby acknowledge that the filters will be dated and subject to inspection by Owner/Agent upon reasonable notice to verify replacement has been timely made. If at any time you are unable to properly or timely install a filter you shall

immediately notify us in writing. Your failure to properly and timely replace the filters is a material breach of this agreement and we shall be entitled to exercise all rights and remedies we have and you shall be liable for all damages to the property and/ or the HVAC system caused by your neglect or misuse.

3.3 REQUESTS, REPAIRS, MALFUNCTIONS

You shall report any damage or problem immediately upon discovery or you may be held responsible for the cost. Our complying with or responding to any oral request does not waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary. In the event you fail to report any problem that you know of or should have been discovered, you may be evicted and waive any other claim for damage to your personal possessions, health or safety.

We may temporarily turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

You will be responsible for the first \$75 plus Tax Rate% tax of all service calls while residing at the Residence; regardless of the causation. All glass breakage shall be the full responsibility of the Resident(s) to be replaced or paid as additional rent, at Owner/Agent's option regardless of causation. If a service call results due to the fault of the Resident, Resident's guests or vandalism, Resident shall immediately pay for entire charge for service call, whatever it may be, as additional rent.

3.4 MISSED APPOINTMENTS

You will be charged a fee of \$75 plus Tax Rate% tax for any missed appointments for maintenance, inspections, appraisals and/or showing the property to prospective residents/buyers. This fee is payable at your next rental due date as additional rent.

3.5 PEST CONTROL

Except in the case of termites, Resident is responsible for pest control.

The parties hereby acknowledge that Arizona is located in a desert and, as such, there are many pests that thrive in the desert 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.

PURSUANT TO A.R.S. § 33-1319, THE LANDLORD SHALL NOT ENTER INTO ANY LEASE AGREEMENT WITH A TENANT FOR A DWELLING UNIT THAT THE LANDLORD KNOWS TO HAVE A CURRENT BEDBUG INFESTATION. When a unit is known to the Owner/Agent to have bedbugs prior to entry of a lease, Owner/Agent agrees to treat the unit for bedbugs. Upon successful remediation as reasonably determined by Owner/Agent the Owner/Agent may enter into a lease for the unit. In the event that bedbugs are detected in the unit within six (6) months of lease execution, and proper notice is given by the Resident, and the Resident(s) complies with all of the obligations of this addendum, the Landlord agrees to take all reasonable steps necessary to control

or destroy the pests by using the proper protocol as determined by a licensed pest control service. This requirement in no way limits the landlord's right to use staff to remedy the situation, nor does it relieve the Resident(s) of liability for the costs to remediate any infestation, or exacerbation thereof, caused by Resident(s)' act, omission or negligence.

By signing below, Resident(s) hereby represents and avows to Owner/Agent that Resident(s) does not currently have, and has not had within the previous six (6) months, a bed bug infestation. Resident(s) agrees not to move any items into a unit that Resident(s) knows, believes or should know that contains bed bugs. The Resident(s) agrees to take reasonable steps to prevent, control and provide legal notice of any signs of pests, including bed bugs, within five (5) days of when the pests or bed bugs should have first been recognized by a Resident. Resident(s) agrees to visually inspect for signs of pests routinely, including after they have visited another home or a hotel, all of their shoes, clothing and luggage. Resident(s) agrees to prepare their unit for treatment and comply with all recommendations and requests from management 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.

If bedbugs are discovered in the unit or in a surrounding unit, the Resident (s) agrees to comply with additional steps including but not limited to:

- 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 dry cleaner 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 can not 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.
- 4) Deeply vacuum all areas of the unit including but not limited to closets and furniture. Follow instructions on how to properly discard vacuum contents.
- 5) Move all of the furniture away from the walls and leave access to closet areas.
- 6) Dispose of personal property, including but not limited to, furniture, clothing or other items that may be infested by bed bugs and their eggs, if deemed necessary by a pest control specialist.
- 7) Any further directions from the pest control exterminator.

In the event of a breach of this section by Resident(s), Landlord may invoke its legal remedies including but not limited to, holding the Resident liable for the cost of remediation and seeking possession of the premises upon giving five (5) day health and safety notice. Conduct that constitutes such a material health and safety breach includes failure to promptly notify Landlord of evidence of any pest infestation, refusal to permit Landlord to enter to inspect for infestation or to perform eradication treatments, and failure to complete all required pre-treatment and post-treatment activities, including a failure to report ineffective treatment or re-infestations.

3.6 GROUNDS

Resident is responsible for yard maintenance, watering of grass, plants, and vegetation at property. Resident agrees to trim, fertilize and weed as necessary so that the grounds will appear well cared for. If property has a sprinkler and/or automated watering system that becomes inoperative for any reason, Resident is responsible for manual watering, until the system can be repaired. In the event that any grass, plants, or vegetation are damaged due to lack of sufficient watering, all costs incurred in replacing damaged plants or vegetation can be deducted from the security deposit or charged as damage to be paid immediately by Resident as additional rent, at the Owner/Agent option. Resident must obtain written permission prior to the addition, alteration, or removal of any existing landscaping excluding reasonable yard maintenance.

Should Resident neglect groundskeeping responsibilities, Owner/Agent may assume them on Resident's behalf and any expenses incurred by in connection therewith shall be additional rent (added rent), payable to by Resident at the next rental due date.

3.7 RIGHT OF ENTRY AND INSPECTIONS

We have the right to enter the premises at all reasonable hours, with 48 hour notice, for the purpose of inspection, responding to your request, making repairs and/or preventative maintenance, making alterations or improvements, pest control, showing to prospective residents, buyers, loan officers, appraisers, contractors or insurance agents. In the event of any emergency situations that may arise, Owner/Agent may enter the property at any given time without the consent of or notice to the Resident.

Your written request for repairs or maintenance shall constitute permission for us to enter the premises per A.R.S. 33-1343.

3.8 MOVE-OUT

A thirty (30) day written notice to vacate shall be required prior to the end of this Lease Contract or any continuation or renewal thereof. Failure to provide a thirty (30) day written notice, will result in additional rent charges. You will include your forwarding address in your thirty (30) day written notice to vacate.

Upon termination of this agreement or any continuation or renewal thereof, you agree to return all keys/remotes/openers to Owner/Agent. Leaving keys in the property is not considered surrendering the Premises. You will be responsible for rent, utilities and any damages that may occur on the Premises until you have surrendered possession but delivering all keys/remotes/openers to Owner/Agent

You have the right to be present at the move-out inspection. Move-out inspections occur during normal business hours, Monday through Friday between 9:00 a.m. and 4:00 p.m. Upon your written request, we will notify you when the move-out inspection will occur.

You agree to cooperate with Owner/Agent in showing of the premises for sale or re-rental and agree to make the premises accessible and in presentable condition once notice to vacate is given.

Surrender, abandonment, and eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the Residence; determine any security deposit deductions; and remove property left in the Residence. Surrender, abandonment, and eviction affect your rights to property left in the Residence. Surrender, abandonment, and

eviction do not affect our mitigation obligations.

Cleaning

You must remove all personal property from the property and leave the home "broom clean". The non-refundable cleaning fee paid at move in includes average move out cleaning and professional carpet cleaning. Costs incurred for excessive cleaning will be deducted from your security deposit.

Charges

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or other damages, excluding ordinary wear and tear; replacement cost of our property that was in or attached to the Residence and is missing; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

If you leave the property in a condition requiring repairs or service, you will be charged an additional administration fee equal to 20% of the total cost of repairs and service performed to help defray the Owner/Agent's additional administration costs and/or lost rents caused by occupancy delays due to property condition.

Deposit Refund

We'll mail to you at your last known address your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than fourteen (14) business days after the Lease Contract termination and delivery of possession to us.

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

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Initial Here

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Maintenance Procedures

4.1 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. We will use this list as a move-out comparison list in order to determine your security deposit refund. Please sign your name, date it and return it

to your manager or to the management office within seven days of taking possession of the home.

4.2 MAINTENANCE REQUESTS

All repair requests must be in writing through your online tenant portal. Please be very specific about what the problem is (i.e., CORRECT – the right front burner on the stove does not get hot; INCORRECT – the stove is not working). Our office will review and dispatch your repair request. We shall endeavor to dispatch within 2 business days however the volume and severity of all repair requests may require deviation from this schedule from time to time.

DO NOT call, e-mail or text your property manager to report a maintenance problem. This is not an approved method of submitting a maintenance request and may delay your service.

We are not obligated to complete a repair on a day other than a business day unless otherwise required to do so by Arizona Residential Landlord Tenant Act (ARTLA).

4.3 EMERGENCY MAINTENANCE

An emergency is defined as fire, flood (where water cannot be stopped at a valve), when danger is present to residents/guests, or when property damage has occurred or is about to occur. Do not abuse the emergency system. You may be charged \$50.00 per incident for abusing the emergency maintenance system (examples - repeatedly calling the emergency line, calling for non-emergencies).

What you do – Everything an Owner would do to protect the property, you are expected to do. The first priority is to protect the health and safety of the residents and prevent any further damage from occurring (i.e., turn off water, shut off breakers etc.) if possible. Next, notify management by calling the main line at [480-648-5738](tel:480-648-5738).

Be sure to leave a message and your call will be returned within 24 hours.

4.4 UNAUTHORIZED REPAIRS

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

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

X _____
Initial Here

5

General Clauses

5.1 RELEASE FROM LEASE CONTRACT

Unless you're entitled to terminate this Lease Contract, you won't be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

Military Personnel Clause

You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the Armed Forces of the United States. You must give us written notice of termination, 30 (thirty) days prior to the termination date. You must provide us proof that you qualify for this limited exception.

Domestic Violence Clause

You may terminate the Lease Contract if you are the victim of domestic violence as defined in A.R.S. 13-3601. You must give us written notice of termination, 30 (thirty) days prior to the termination date. You must provide us proof of domestic violence as outlined in A.R.S. 13-3601.

Replacements and Subletting

Replacing a resident, subletting, or assignment is not allowed without our written consent. Resident understands and agrees that this prohibition extends to, but is not limited to, services such as AirBnB, VRBO and other short-term rental or vacation rental services. It shall be a violation of the Lease for the Premises to be offered for short-term rental or vacation rental services.

If we approve a replacement resident, at our option, the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or the remaining and replacement residents must sign an entirely new Lease Contract.

5.2 COMMUNICATION BY THE PARTIES

Except in the case of an emergency, all communication must be in writing via email by both Owner/Agent and Resident to each other. Verbal discussions or other forms of non-written communication shall be deemed undelivered to the other.

5.3 NOTICE

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

Person authorized to receive service of process, notices, and demands is: <<Owner Name(s)>> c/o <<Company Name>> Attention:<<Site Manager>> <<Company Address>>

You are required to notify us in writing of Intention to Vacate or

Intention to Re-new at least thirty (30) days before the expiration of this lease.

5.4 TENANCY AND SERVICE OF PROCESS

Every resident who signs this agreement agrees to be fully responsible jointly and severally for all items agreed herein, and furthermore agrees to be the agent of the other Residents and occupants of the premises and is both authorized and required to accept on behalf of the other residents and occupants, service of summons and other notices relative to the tenancy.

5.5 POSSESSION

If we are unable to deliver possession of the premises at the commencement hereof, we shall not be liable for any damages caused thereby, nor shall this agreement be void, but you shall not be liable for any rent until possession is delivered. You may terminate this agreement if possession is not delivered within 7 days of the commencement of the term hereof.

5.6 DAMAGE OR DESTRUCTION OF THE PREMISES

If a casualty partially destroys the premises but they can be restored to a tenable condition, then we shall repair the premises with reasonable dispatch; however, our obligation to repair the premises shall be limited to the amount of insurance proceeds actually received by the Owner/Agent. Your obligation to pay rent shall be suspended while the premises are untenable. If a casualty damages the premises to the extent that they cannot be restored to habitable condition within a reasonable period of time, either party may terminate this lease by giving the other party written notice within 15 days after the casualty. We shall not be liable for any reasonable delay or for providing housing for you during repairs.

5.7 MATERIAL NON-COMPLIANCE

This agreement may be terminated by us in the event of any material non-compliance by you, in compliance with Arizona Landlord Tenant Law, including continual late rent payments defined as more than three (3) late rent payments in any twelve (12) month period.

5.8 WAIVERS

No waivers by us of any provision herein shall be enforceable against us unless in writing signed by us, nor shall it be deemed a waiver of any provision herein or of any subsequent breach by you of the same or any other provision. Our consent to or approval of any act shall not constitute a continuing consent or approval of any subsequent act by you.

5.9 DEFAULT BY RESIDENT

You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: failure to pay rent or other amounts that you owe when due; you or any guest or occupant violates the Residence rules, or fire, safety, health, or criminal laws, or engages in dangerous behavior, regardless of whether or where arrest or conviction occurs; you abandon the Residence; you give incorrect or false answers in rental application or you provide false or fraudulent documentation requested by us; you or any occupant is arrested, convicted, or given deferred adjudication for a felony

offense; any illegal drugs or paraphernalia are found in your apartment; you or any guest or occupant engages in any prohibited conduct; or you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government. If you are in default for any reason, we may file a suit for Lease Contract termination after giving you five (5) or ten (10) days written notice of Lease Contract termination. Such notice will state that your Lease Contract will terminate five (5) or ten (10) days of your receipt of the notice, unless the breach is remedied within the five (5) or ten (10) day period.

If collection services become necessary, in our opinion, then payment of all costs of collection shall be your responsibility, including any percentage of rent, late charges, attorney's fees or damages, paid by us to the collection agency or attorney as a collection fee. In the event we are forced to obtain a judgement against you, said judgement shall bear interest at 18% until paid in full.

Abandonment

An abandonment shall be deemed to have occurred for purposes of this Lease Contract if either the you have been absent from the dwelling unit, without notice to the us for at least seven days, if rent for the dwelling unit is outstanding and unpaid for ten days and there is no reasonable evidence other than the presence of your personal property that you are occupying the residence or you are absent from the dwelling unit for at least five days, if the rent for the dwelling unit is outstanding and unpaid for five days and none of your personal property is in the dwelling unit.

If you are evicted or abandon the premises, or abandon personal property on the premises after the termination or expiration of this Lease Contract, you specifically and irrevocably waive all title and interest you have, or may have, in or to, personal property left or remaining in or about the premises, unless we agree in writing contrary prior to you terminating possession of the premises. We may destroy or otherwise dispose of some or all of the property if we reasonably determine that the value of the property is so low that the cost of moving, storage and conducting a public sale exceeds the amount that would be realized from the sale.

Holdover

You or any occupant, invitee or guest must not hold over beyond the date contained in your move-out notice to vacate (or beyond a different move-out dated agreed to by the parties in writing). If a holdover occurs, then we shall be entitled to recover an amount equal to but not more than two month's periodic rent or twice the actual damages sustained, whichever is greater, as provided for in the Arizona Residential Landlord Tenant Act (ARLTA).

5.10 CONTRACT TERMINATION AND DISPUTE

This Lease Contract may only be amended, waived, or terminated by mutual agreement in writing. Any oral promises, representations or agreements by our representatives shall not be considered legally binding. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

Waiver of Jury Trial

To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not

a jury.

Class Action Waiver

Resident and Landlord agree not to enter into a class action against the other party for any reason.

Force Majeure

We shall be excused from performance of obligations if we are prevented from fulfilling such obligations by an act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrence, which is beyond our control.

Attorney's Fees and Costs

The prevailing party in any dispute or claim between Resident and Landlord arising out of or relating to this Lease Contract shall be awarded all their attorney fees and costs, along with all costs and fees incurred as a result of any collection activity. Costs shall include without limitation expert witness fees, fees paid to investigators, and arbitration costs.

5.11 ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT

Resident has been informed and understands that Resident may obtain a free copy of the Arizona Residential Landlord and Tenant Act by contacting the Arizona Department of Housing at:

<http://www.azhousing.gov>

Arizona Department of Housing

1110 W. Washington Street, Suite 310 Phoenix, AZ 85007 PHONE: [602.771.1000](tel:602.771.1000) TTY: [602.771.1001](tel:602.771.1001) FAX: [602.771.1002](tel:602.771.1002)

5.12 TIME IS OF ESSENCE

Time is of the essence in the performance of the obligations described herein.

5.13 SUCCESSORS

This lease is binding on all parties who lawfully succeed to the rights or take the place of Owner, Agent, or Resident.

5.14 DEATH OF RESIDENT

In the event of your death during the term of this lease agreement, you authorize your emergency contact person to enter the rental dwelling to remove your belongings. You agree to notify us in writing if your emergency contact person and/or their contact information has changed.

5.15 COURT MODIFICATION

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

5.16 EQUAL HOUSING OPPORTUNITY

Landlord and Agent comply with federal, state and local fair

housing laws and regulations.

5.17 CONSTRUCTION OF LANGUAGE

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

5.18 INDEMNITY AND RELEASE

THE PARTIES TO THIS AGREEMENT AGREE TO INDEMNIFY AND HOLD HARMLESS AGENTS/BROKERS, PROPERTY MANAGERS, AND ANY OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES, OR EMPLOYEES FROM ANY LOSS, CLAIM, LIABILITY, OR EXPENSE ARISING FROM INJURY TO ANY PERSON OR DAMAGE TO OR LOSS OF ANY PROPERTY, IN ANY WAY CAUSED BY THE PARTIES AND RESIDENT'S FAMILY, GUESTS, INVITEES, AGENTS, PETS OR OTHERS UNDER THEIR CONTROL.

By initialing below, you acknowledge and agree to the terms in Section 5.

X _____
Initial Here

6

Additional Terms and Conditions

6.1 ADDITIONAL TERMS AND CONDITIONS

OPEN FIELD FOR TYPING

By initialing below, you acknowledge and agree to the terms in Section 6.

X _____
Initial Here

7

Sign and Accept

7.1 ACCEPTANCE OF LEASE

The foregoing constitutes the entire agreement between the parties and may only be modified with an official change of terms notice issued by Owner/Agent in writing; or a writing signed by both

parties.

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed

1

EMERGENCY ACCESS
ADDENDUM

1.1 PERMISSION FOR ACCESS FOLLOWING
DEATH, INCAPACITATION, OR INCARCERATION

I, <<Tenants (Financially Responsible)>> (Resident) hereby authorize the following person(s) to access my home for the sole purpose of removing all of my possessions/pets in the event that I pass away, become incapacitated, or incarcerated:

<<Emergency Contact(s)>>

I understand that if the Landlord/Owner is unable to contact the above named person(s) at the address and phone number provided by me, or if the above named person fails to respond to my Landlord/Owner's request to remove the items within ten (10) days, then Landlord/Owner may proceed with deeming these items abandoned under the Abandonment Statute, ARS 33-1370, and may dispose of all property remaining in the unit pursuant to Arizona law.

If the authorized person comes to retrieve the property, that person must present to the Landlord/Owner a valid United States government issued identification confirming that person's identity before the property can be removed. If the authorized person contacts the Landlord/Owner within 10 days of the Landlord's initial attempt to contact them, then that persons shall have twenty (20) days, or the last day for which rent is paid, whichever is longer, to remove the property and return the keys, during regular business hours. If the property is not completely removed, the Landlord/Owner shall abide by ARS 33-1370. The Landlord/Owner may destroy or otherwise dispose of some or all of the property if the value of the property is so low that the cost of moving, storage and conducting a public sale exceeds the amount that would be realized from the sale.

Following the above, the Landlord/Owner shall have no further liability to the Resident, Resident's Estate, and Resident's Heirs for loss, damage or stolen property.

If the authorized persons fails to voluntarily leave the premises after the agreed upon access period, the Landlord/Owner shall have the right to immediately lock the premises and require the authorized persons to leave. If the authorized persons fails to leave upon request, the Landlord/Owner shall have the immediate right to call the police and have them removed. Nothing in this agreement, or by permitting access, will constitute the creation of a new lease with the authorized persons nor otherwise authorize that persons to reside in the property during the period that they are removing said items.

X

Date Signed

1

REQUIRED INSURANCE
ADDENDUM TO LEASE
CONTRACT

1.1 INSURANCE

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease, Lessee is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Lessee’s legal liability for damage to Lessor’s property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage (“Required Insurance”).

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease and Lessor shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Lessor and seek contractual reimbursement from the Lessee for all costs and expenses associated with such purchase. This may be referred to as “force placed insurance”.

Lessee may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Lessee’s choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Lessor, who may purchase such coverage through the Lessor’s Legal Liability Insurance Policy (“LLIP”). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LLIP coverage shall be charged to Lessee by the Lessor as a recoverable expense under the Lease. Some important points of this coverage, which Lessee should understand are:

(contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee’s choice to obtain personal liability insurance or renters insurance to protect Lessee’s interests.

3. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
4. If Lessee has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Lessor may purchase Lessor Insurance without notice and add the total cost associated therewith to Lessee’s monthly rent payment.
5. Licensed insurance agents may receive a commission on the LLIP.
6. The total cost to the Lessee for the Lessor obtaining LLIP shall be (\$10.50) per month. This is an amount equal to the actual premium charge to the Lessor including any premium taxes and fees due to state governing bodies. There are no other fees, cost or charge added to or included within this total cost. Additionally, an Administration Fee in the amount of (\$4.50 plus tax) per month to be retained by the Lessor for processing and handling will be charged.
7. In the event that loss or damage to Lessor’s property exceeds the amount of Required Insurance, Lessee shall remain contractually liable to Lessor for such amount. In the event of liability to any other party for bodily injury or property damage, Lessee shall remain liable to such other party.
8. It shall be the Lessee’s duty to notify Lessor of any subsequent purchase of Renters Insurance.

As used in this Addendum: “Lease” may be interchangeable with “Lease Agreement”; “Lessee” may be interchangeable with “Resident” or “Tenant”, and “Lessor” may be interchangeable with “Landlord” or “Owner”.

Scheduling of the premises under the LLIP is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee’s choice at any time and coverage under the LLIP will be terminated by the Lessor.

X _____

Date Signed

1. LLIP is designed to fulfill the insurance requirement of the Lease. Lessor is the Insured under the LLIP. This is single interest forced placed insurance. Lessee is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Lessor.
2. LLIP coverage is NOT personal liability insurance or renters insurance. LLIP does not cover the Lessee’s personal property

1

Resident Benefit Package Addendum

1.1 RESIDENT BENEFIT PACKAGE

The Evolution Real Estate Resident Benefit Package is designed to provide convenience and professional services to our residents at a cost of \$30/month plus Tax Rate% tax payable with Rent.

It is mutually agreed that the Resident Benefit Package is defined as follows:

HVAC Filter Delivery: A portion of your total amount due will be used to have HVAC filters delivered to your home approximately every 30 days. You shall properly install the filter that is provided within two (2) days of receipt. You hereby acknowledge that the filters will be dated and subject to inspection upon reasonable notice to verify replacement has been timely made. If at any time you're unable to properly or timely install a filter, you shall immediately notify us in writing. Your failure to properly and timely replace the filters is a material breach of this agreement and we shall be entitled to exercise all rights and remedies it has against you and you shall be liable for all damages to the property or HVAC system caused by your neglect or misuse.

Move-In Concierge Services: You acknowledge that we will provide a concierge service to aid in utility, cable, internet, and other relevant service(s) activation. You maintain the right to facilitate your own service activations.

Resident Rewards: You acknowledge that a Resident Rewards program is made available to you. Rewards are to be accessed via an online marketplace and are activated at your sole discretion. Resident Rewards marketplace will provide you with gift cards, coupons, and other available discounts not available to the general public.

Home Buying Assistance: If you decide to purchase a home after renting with us, we will provide you with no-cost, professional buyer representation to assist you with your search and negotiation of terms on your new home. We will provide assistance with

mortgage qualifying through our professional Lending Partner. We will provide assistance with a professional closing experience with our professional Escrow/Title partner. We will provide assistance with the complexities of proper home inspections, pest inspections and homeowners insurance with our network of professional industry partners. We will also provide you with a one month rent closing credit as allowed by the Lender, up to a \$2,000 value. Plus the incredible one stop shop experience.

24/7 Online Portal Access: The Online Portal is an easy, fast, and secure way to pay rent and other charges online, view payment history, and submit maintenance requests. Access your Online Portal from any mobile device by downloading the mobile app from the [Google Play](#) or the [App Store](#).

Credit Reporting: Receive the benefit of positive credit reporting for all on-time rental payments to Experian's RentBureau.

Missed Appointment Waiver: We know things come up and appointments can be missed, avoid that missed appointment fee for 1 forgiveness. (Once Annually)

NSF Reversal Waiver: We will grant a one-time waiver of a returned ACH or Check payment fee. (Once Annually)

Late Pay Forgiveness: We will grant a one-time waiver of late fees up to 5 days max forgiveness (Once Annually)

X _____

Date Signed

1

Marijuana Addendum

1.1 PROHIBITED ACTS

All properties have non-smoking interiors. Smoking is strictly prohibited. The parties agree, that it shall be a breach of this lease for Tenant(s) to sell, dispense, or become a dispenser of marijuana, regardless of whether Tenant(s) has or is licensed to do so and regardless of whether Tenant(s) has been granted the right to supply or provide marijuana to persons in need of the same. The growing, cultivation, smoking, cooking, raising or dispensing of marijuana is a violation of this lease and will subject Tenant(s) to eviction and or any other remedy available to Landlord pursuant to this lease. It shall also be a breach of this lease for tenant to smoke, cook, grow, cultivate or raise marijuana on the property even if Tenant(s) has a prescription for its medical use or if tenant is legally registered for such use. Proof of legal registration is required if marijuana is, at any time, discovered on the premises. Tenant shall be required to smoke medical marijuana off the premises with a minimum of 25 feet from any door or window, and a violation of this shall subject Tenant(s) to eviction and or any other remedy available to landlord pursuant to this lease. The Tenant(s) hereby agrees to adhere to all Federal and State Laws.

Please note, possession, sale, distribution, transportation, cultivation and manufacturing of marijuana in any form is a federal offense.

X

Date Signed

1

Mold Addendum

1.1 MOLD

Mold consists of naturally occurring microscopic organisms, which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

1.2 CLIMATE CONTROL

Tenant(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. OWNER OR BROKER RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING

1.3 RESIDENT(S) AGREE TO:

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE AMOUNTS OF INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- OPEN BATHROOM WINDOWS WHEN BATHING/SHOWERING IF EXHAUST FAN IS NOT PRESENT
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN VANITIES/SINK TOPS
- AVOID AIR DRYING DISHES
- NOT "HANG-DRY" CLOTHES INDOORS
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE OCCURS
- HANG SHOWER CURTAINS INSIDE BATHTUB WHEN SHOWERING
- SECURELY CLOSE SHOWER DOORS/CURTAINS WHEN SHOWERING
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE

- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- WIPE DOWN WINDOWS AND SILLS IF MOISTUREPRESENT
- INSPECT FOR LEAKS UNDER SINKS
- CHECK ALL WASHER HOSES IF APPLICABLE
- REGULARLY EMPTY DEHUMIDIFIER IF USED

1.4 RESIDENT(S) SHALL REPORT IN WRITING:

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR SPILLAGE
- PLANT WATERING OVERFLOWS
- MUSTY ODORS
- SHOWER/BATH/SINK/TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILING
- MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS
- MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES
- LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTER TOPS, CLOTHES DRYER VENT LEAKS
- ANY AND ALL MOISTURE

1.5 SMALL AREAS OF MOLD

If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal or plastic and the mold is not due to an ongoing leak or moisture problem. Tenant agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

1.6 TERMINATION OF TENANCY

Owner/Broker reserves the right to terminate the tenancy and Resident(s) agree to vacate the premises in the event Owner/Broker in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to Resident(s) or other persons and/or Resident(s) actions or inactions are causing a condition which is conducive to mold growth.

1.7 INSPECTIONS

Resident(s) agree that Owner/Broker may conduct inspections of the unit at any time with reasonable notice.

1.8 VIOLATION OF THIS ADDENDUM

IF RESIDENT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Resident(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance

includes but is not limited to Tenant(s) failure to notify Owner/ Broker of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and Owner/Broker shall be entitled to exercise all rights and remedies it possesses against Resident(s) at law or in equity and Resident(s) shall be liable to Owner for damages sustained to the Leased Premises. Resident(s) shall hold Owner/ Broker harmless for damage or injury to person or property as a result of Resident(s) failure to comply with the terms of this addendum.

1.9 HOLD HARMLESS

If the premises is or was managed by an agent of the Owner, Resident(s) agree to hold Agent and its employees harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold or mildew.

1.10 PARTIES

THIS ADDENDUM IS BETWEEN THE RESIDENT(S) AND OWNER AND OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

X _____

Date Signed