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Residency and Financials

1.1 PARTIES AND OCCUPANTS

This Lease Contract is between you, the undersigned Resident(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 Residents 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 Landlord must approve any changes to occupancy. Resident must have Landlord's advanced written consent for any guests staying at 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>>.

At expiration of this Lease Contract, this Lease will automatically renew on a month-to-month basis, unless Resident gives Landlord a 30-day prior written notice of Resident's intent to vacate by delivering to Landlord a vacate notice pursuant to ARS 33-1375, or unless Landlord, at its sole option, chooses to not renew this Lease, and in such case, Resident agrees to vacate on the expiration date of the Lease. The month-to-month

continuation will be under the same terms and conditions except the monthly rent charge will increase by twenty percent (20%) from the last month of the term.

1.3 RENTS AND CHARGES

You shall pay <<Monthly Charges>> per month for rent. The first month's rent and/or prorated rent charges of <<Prorated Charges>> 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>>.

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 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 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 exclusive right to determine how funds are applied to various monetary obligations of this Lease Contract.

Rent shall not be adjusted due to the inability to use any amenity or appliance to the maximum extend permitted by law.

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

1.4 RESIDENTIAL RENTAL TAX RATE

If at any time during the Lease Contract, sales tax is implemented by any state or local municipality or agency, we may adjust the amount of rent due equal to the difference caused by the tax implementation 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 certified funds. 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.

Resident 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>>

TOTAL FIRST MONTH RENT CHARGES

<<Prorated Charges>>

\$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 DUE DATE - Move in funds per approval letter

DISHONOR OF ANY MOVE-IN FUNDS/FAILURE TO PAY MOVEIN

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.

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 opener remote, mailbox key, swimming pool key, gate remote.

Homes equipped with digital locks will not receive a physical key for such locks. Resident is responsible for changing batteries as needed in digital locks to ensure continued operation.

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

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Policies and Procedures

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 Contact.

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

Resident agrees that only the vehicles (including trailers, RV's and boats) identified below may park on the property without separate written consent by Landlord.

<<Vehicle Information>>

You must 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 exiting, are parked in a space not dedicated to parking, including, but not limited to, landscaping/yard, 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 RESIDENT'S USE AND CONDUCT POLICIES

The Premises may be used as a private residence only. The Premises may not be used for operation of a business or commercial activity of any type, including, but not limited to, in-home child care, or any short term rental activity.

Resident shall not install cameras or other monitoring devices without prior written permission from Landlord. Resident shall not install or permit any of the following on the Premises, even if only temporarily: spa, hot tub, above ground pool, trampoline, or any item that may cause or causes a suspension or cancellation of property insurance coverage or increases property insurance premiums.

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.

Resident shall not disrupt or interfere with Landlord's business operations, or communicate with Landlord, Landlord's agent or their employees in an unreasonable, discourteous, rude or hostile manner.

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

X _____
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 tenantable 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.

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 six (6) months under the Resident Benefit Package. You shall properly install a clean filter every thirty (30) days or as otherwise directed by Owner/Agent or his agent/contractor. 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 responsible for additional damages caused as a result of your failure to report. You may also 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 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. All clogged drains/plumbing stoppages after the first 48 hours of tenancy shall be the full responsibility of the Resident(s) except if the clog/ blockage is caused by a failed main line (i.e. collapsed plumbing line, tree roots in a plumbing line). 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 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 at Resident's own expense, Yard maintenance is defined to include incidental, ordinary maintenance of the exterior of the Premises and Yard,

(defined below) including, but not limited to, watering, mowing and fertilizing the grass, trimming bushes, tree trimming up

to ten feet (10') in height, and removing debris from the Yard. "Yard" is defined to include all lawn, shrubbery,

bushes, flowers, gardens, trees, rocks, watering systems (except for valves) or other landscaping features and foliage on or encroaching on the Premises, but does not include common areas maintained by an HOA. The landscaping and property surrounding must be maintained to the City's and or HOA code pertaining to landscape management.

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.

Broom Clean Condition is defined as: The Premises, including any garage or storage locations, are free of garbage, refuse, trash, furniture, personal belongings and other debris. The Premises have been swept or vacuumed, surfaces and counters have been wiped down, and the kitchen appliances: refrigerator, microwave, oven and stove are clean and free of any debris. Bathroom fixtures: shower, tub, toilet, and sink, are clean and wiped down. Surfaces, fans and baseboards are free of dust. The Premises should be damage free, minus reasonable wear and tear. Any damages, trash or excessive uncleanliness will be dealt with per the terms of this Lease Contract.

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.

X _____
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.

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:

<https://housing.az.gov/>

Arizona Department of Housing

1110 W. Washington Street, Suite 310 Phoenix, AZ 85007 PHONE: 602.771.1000 TTY: 602.771.1001 FAX: 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

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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