

1. RESIDENTIAL LEASE AGREEMENT

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

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

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Initial Here

1.2 REVIEW

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

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1.3 INVESTIGATE

Investigate renters insurance. Resident is required to have and maintain renters insurance (minimum of \$300,000 liability coverage).

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1.4 INVESTIGATE

Investigate all material (important) facts.

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1.5 VIEW THE PREMISES

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

1.6 READ

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

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1.7 READ

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

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1.8 AGREE

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

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

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

Verify anything that is important to you.

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1.9 RESIDENCY

LANDLORD: <<Owner Name(s)>>

AUTHORIZED PROPERTY MANAGER: Rent Right Management Solutions, LLC, 302 W. Willis St. Suite 100 Prescott, AZ 86301 managing agent for Landlord.

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

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

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

PREMISES ADDRESS: <<Unit Address>>

PORTIONS OF PREMISE NOT INCLUDED: Premises Not Included

ITEMS INCLUDED BUT NOT LIMITED TO:

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

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

OTHER PERSONAL PROPERTY: Personal property

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

OCCUPANCY: The Premises shall be used only for residential purposes and shall not be used for the purpose of carrying on any business, profession, or trade. The Premise shall be used and occupied exclusively as a private residence only by the Resident(s) and the following named persons: <<Tenants (Financially Responsible)>>, <<Other Occupant(s)>>

ASSIGNMENT AND OCCUPANCY RESTRICTIONS: Only persons listed above may occupy the Premises or any part thereof without Landlord's prior written consent. If Resident attempts to sublet, transfer, short term rent, rent a room, AIRBNB, VRBO or assign this Agreement and/or allows any person's other than those listed above to occupy the Premises without Landlord's prior written consent, such act shall be deemed an irreparable material breach and non-compliance of this Agreement and is grounds for immediate termination and right of possession by Landlord. Overnight Guests are limited to fourteen (14) days per calendar year unless prior written consent is received from Landlord. Vacation rental, AIRBNB, VRBO, etc. is strictly prohibited and is considered both an unauthorized occupant and a irreparable Material Breach of this Agreement. Resident will be charged \$500.00 for any unauthorized occupant per occurrence plus an additional \$100.00 per day until rectified which shall be collectible as rent.

If Resident desires to change approved occupants then Resident must submit a request to the Landlord in writing prior to any actual change in occupants. Potential new occupants must apply and pay the current applicable application processing fee. Potential new occupants must be approved by the Landlord and a lease addendum must be signed by all parties adding them to the Agreement. Any Resident vacating the property must notify Landlord in writing. Vacating does not release the Resident or Guarantor from the terms of this Agreement. The Landlord reserves the right to refuse a change in occupancy. There is a \$100.00 charge for any occupancy changes due and payable at the time of the lease addendum signing.

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

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

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

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1.10 LEASE TERM AND CONDITIONS

APPLICATION/CREDIT/BACKGROUND CONTINGENCY: This Agreement is contingent on a satisfactory verification and approval by Landlord of Residents and when applicable Guarantors; employment, credit banking references, income, past rental history and criminal or other background check(s) prior to possession. Resident warrants that the information provided by Resident(s) is correct and complete and that Resident(s) has disclosed all pertinent information and has not withheld any information including, but not limited to, poor credit, early termination of leases, evictions, felonies, judgments or bankruptcy. Resident's material falsification of any information provided to Landlord shall entitle Landlord to terminate this Agreement and pursue all applicable remedies, damages, court costs and reasonable attorneys' fees.

ADDENDA ATTACHED and INCORPORATED:

Incorporated	Addenda
<input type="checkbox"/>	Acreage Addendum
<input type="checkbox"/>	Animal Addendum
<input type="checkbox"/>	Septic Addendum

<input type="checkbox"/>	Propane Addendum
<input type="checkbox"/>	Grinder/Injector Pump Addendum
<input type="checkbox"/>	Well Addendum
<input type="checkbox"/>	Personal Guaranty of Lease

Resident ACKNOWLEDGES RECEIVING:

<input type="checkbox"/>	Lead Based Paint Disclosure Pamphlet
<input type="checkbox"/>	Permission for Access
<input type="checkbox"/>	Agency Disclosure
<input type="checkbox"/>	Move-In Condition Report (return in 5 days)
<input type="checkbox"/>	Bed Bug Educational Material
<input type="checkbox"/>	Refund of Security Deposit Addendum
<input type="checkbox"/>	HOA Rules and Regulations
<input type="checkbox"/>	Covenants, Conditions and Restrictions
<input type="checkbox"/>	RRMS Resident Handbook

RESIDENT ACKNOWLEDGES RECEIVING:

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

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

1.11 RENT, LATE FEES, DEPOSITS

RENT: Resident shall pay monthly installments of \$ <<Monthly Rent>> plus any applicable fees; totaling:<<Monthly Charges>>("Rent"). Rent is payable to Rent Right Management Solutions, LLC on behalf of Landlord at 302 W. Willis Street, Suite 100, Prescott, AZ 86301. Rent payments shall be made online via the Resident portal, with a personal check, money order or cashier's check. Cash will not be accepted. Only one payment of the full balance for the Premises will be accepted. A drop box is available on the exterior of the building for Resident convenience. Any payment that is mailed is deemed received the day it is actually received by Rent Right, not the day it is postmarked. Resident's rent payment information may be reported to Experian Rent Bureau.

PERIODIC RENTAL DUE DATE: Rent and all other accrued charges shall be due and payable no later than 5:00 pm on the 1st day of each month (regardless of weekends or holidays). Rent shall be payable in advance without deductions or offsets.

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

payment the Resident must sign a partial payment agreement.

LATE FEES AND RETURNED CHECKS: A late fee of \$50.00 plus \$10.00 per day shall be added to all Rent not received by the first (1st) day of each and every calendar month and shall be collectible as Rent (for example, if rent is paid the morning of the 2nd then the late fee would be \$60.00, the 3rd \$70.00, etc.). Rent not paid in full each month are subject to a late fee. If rent is late, Resident will be given a Five (5) Day Notice for which Resident will be charged an additional \$50.00 plus any applicable mailing, posting or service fees. Resident shall pay a charge of \$50.00 for all checks or payments that are returned from the bank unpaid for any reason, in addition to late fees as stated above per day until paid in full. These additional charges shall be collectible as Rent and failure of Resident to pay these charges is a material breach of this Agreement. If a rent check or payment has been returned from the bank unpaid for any reason, the Landlord shall be entitled to demand that all future sums due pursuant to this Agreement be paid via certified funds in the form of a cashier's check or money order. Dishonored checks or payments may be turned over to the Yavapai County Bad Check Division as applicable. The timeliness or Rent payments may be reported to credit agencies.

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

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

Note: The ARLTA prohibits a Landlord from demanding or receiving security, however denominated, including, but not limited to, prepaid Rent in an amount or value in excess of one and one-half month's Rent; however, the ARLTA does not prohibit a Resident from voluntarily paying more than one and one-half month's rent in advance. 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 an interest-bearing account which interest shall be retained by the Agent. During the term of the lease, the Resident's security deposit is held by the Agent in a broker trust account.

If the Premises are surrendered to Landlord at the termination or expiration of this Agreement in a clean and undamaged condition acceptable to the Landlord, Landlord shall return the refundable deposits to the Resident as per ARLTA. However, if the Premises are delivered to Landlord unclean, damaged or in an unacceptable condition, Landlord shall be entitled to retain all or a portion of the refundable deposits and hold Resident liable for any additional charges as Landlord deems appropriate at Landlord's sole discretion. All invoices for work coordinated by Landlord or Agent of Landlord will be subject to a ten percent (10%) premium for the coordination of said work. Extra charges may be assessed for damage beyond normal wear and tear. Utilities shall not be transferred until the end of the Lease Agreement Term. Under no circumstances shall Resident elect to use Security Deposit for last month's Rent or the Lease break fee. Resident shall provide forwarding address upon vacating Premises. If none is provided, the deposit disposition will be mailed to the last known address. There will be no refunds of any deposits for any reason during the term of this Agreement. Any security deposit refund will be made payable as one check to all Residents named in the Agreement. Deposit dispositions and refunds will be mailed and are not available to pick up.

REFUNDABLE SECURITY DEPOSIT AND NON-REFUNDABLE CHARGES:

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

<<One-time Charges>>

PRO-RATED RENT:

<<Prorated Charges>>

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

1.12 UTILITIES

UTILITIES: Resident agrees to arrange, be responsible for, maintain and pay when due all utilities, except those outlined below as paid by the Landlord. Resident to pay the utilities as listed in section 1.11 of the Lease. Prior to occupancy the Resident must provide proof to the Landlord that the utilities have been turned on in Resident's name. Resident acknowledges if utilities are not transferred and proof provided to Landlord prior to lease commencement, Landlord shall not deliver keys to the premises. Resident will be charged a \$50.00 charge per bill for utilities that have not been placed into the Resident's name as of the date the lease begins. If utilities are not maintained in the Resident's name, kept on and connected, it is considered a material breach of the Agreement and subject to a \$100.00 fee per occurrence and could result in the termination of this Agreement.

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

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

Utility	Paid By Resident	Paid By Landlord	Flat Fee*
Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Natural Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
or			
Propane	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cable/Satellite/Internet/Phone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

SATELLITE DISHES / INTERNET / PHONE / CABLE: If these services are desired by the Resident, then Resident agrees to arrange for, be responsible for and pay when due all services including; cable, phone, internet, television, etc. Cost of installation or modification required for services will be Resident's sole responsibility. Resident must obtain written permission from Landlord prior to installing any type of service, cable, or dish on the Premises. Restrictions may apply where the service, wiring or dish can be installed. Only pole mounted dishes are allowed. If a Dish/Satellite is installed on the exterior of the building, the Dish and wiring will be removed, and holes will be repaired and painted at end of Tenancy at Residents sole expense.

1.13 PETS/ANIMALS

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

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

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

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

<<Pet Information>>

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

There is a \$100.00 charge for any pet occupancy changes to be paid at the time of the lease addendum signing.

A monthly charge of \$50.00 for the first authorized pet and \$25.00 for each additional authorized pet will be collected monthly as rent.

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

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

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

1.14 PETS/ANIMALS CONTINUED

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

Resident agrees to the following:

- The animal(s) will not cause any danger, damage, nuisance, noise, health hazard or soil the unit, common areas, walks or parking areas.
- Animal waste will be cleaned up on a daily basis.

- Animal(s) must not be tethered to trees, fence posts or other objects on the property which can create damage to the property and/or harm to the animal.
- Animal(s) must either be in fenced yard or kenneled.
- Animals must be licensed and in compliance with all City/Town or Municipal Ordinances and local laws.
- DOGS: Barking will not be tolerated. This is considered a nuisance to others.
- CATS: Proper disposal of cat litter will be done on a regular basis. Litter must be securely bagged. Do not put cat litter or animal feces down toilets or any drains. Odors arising from cat litter will not be tolerated.
- BIRDS: Must be properly caged and set away from any blinds or objects that can be damaged. Seeds and droppings must be shielded or caught to prevent accumulation and/or damage to carpet or flooring.
- FISH: Aquariums must not leak and will be cleaned regularly to prevent foul water and/or odors. Landlord must approve, in writing, aquariums over 10 gallons in size. Landlord reserves the right to not allow a larger aquarium.

Resident agrees to crate/secure animals for any scheduled inspections and/or maintenance of the Premises. Failure to do so is considered a material breach of the Lease.

Resident agrees that any animals(s) found in unsanitary or unsafe condition on property will be reported to Animal Control. Resident is responsible for any damage caused by the animals(s) to the property, yard or common areas. Resident also agrees to replace all carpet/flooring necessary to eliminate any odors/damages caused by the animal(s). Resident must receive permission prior to putting up any temporary type fencing or kenneling needed to secure animal(s).

By Initialing below, Resident agrees to the above conditions. Failure to comply with any of the above conditions is considered a material breach of the Lease and could result in immediate termination of the Lease.

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

X _____
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2. Responsibilities

2.1 ACCEPTANCE OF THE PREMISES

ACCEPTANCE OF THE PREMISES:

Resident acknowledges they have had the opportunity to view or have waived the opportunity to view the Premises and have completed any inspections or investigations of the Premises and is satisfied with the physical and cosmetic condition of the Premises. Resident has the opportunity to document the premises in writing on the provided move-in condition report.

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

X _____
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2.2 RESIDENT RESPONSIBILITIES

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

- ☐ Yes
- ☐ No

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

ASSOCIATION DUES: If applicable, Homeowners' Association dues shall be paid by the Landlord.

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

Resident	Landlord	HOA	Maintenance Item
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Interior Pest Control
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Exterior Pest Control
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Front Yard Maintenance - including municipal right of way (where applicable), watering, cutting grass, pulling weeds, trimming bushes, etc.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Rear/Side Yard Maintenance– including alley utility easement (where applicable), watering, cutting grass, pulling weeds, trimming bushes, etc.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Exterior of Premises (decks, patios, porches, screens, windows)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Replacement of light bulbs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Replacement of smoke detector, CO detector and thermostat batteries
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Replacement of HVAC filter at a minimum of every 90 days – Please write the date on the filter.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Snow removal and de-icing including right of way (where applicable). Where Landlord is responsible for snow removal in common areas (common driveways, common sidewalks and common stairwells). Residents are still responsible for snow removal and deicing from private stairwells, private sidewalks, private decks and private patios.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Replacement of refrigerator water filters (where applicable).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Replacement of potassium/salt for water softeners (where applicable)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Replacement of reverse osmosis filters (where applicable)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Replacement of whole house water filters (where applicable)

UPKEEP OF THE PREMISES: Resident shall maintain the Premises in a clean, neat, safe and undamaged condition. Resident shall dispose of all trash, ashes, rubbish, garbage and other waste; keep and use all plumbing, electrical, sanitary, heating, air conditioning, appliances, elevators and other facilities in a clean and reasonable manner. Resident shall comply with applicable provisions of building codes, homeowner's association or other rules and regulations. Resident shall generally conduct themselves and others in their charge, including pets, in a manner so as not to disturb their neighbors or in any way, deface, damage, impair or otherwise destroy any part of the Premises.

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

Resident agrees to replace hvac filters at a minimum of every 90 days, clean mini split filters, replace light bulbs, water filters and smoke alarm batteries, carbon monoxide detector batteries, thermostat batteries, as frequently as conditions require or as otherwise provided.

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

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

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

In the event maintenance, yard maintenance, emergency maintenance or any type of work or repair is deemed to be caused by the Resident or due to Residents failure to maintain or report, Landlord may make necessary repairs and charge the Resident, the bill will include an additional 10% premium for oversight of maintenance. This includes but is not limited to clogged drains, jammed garbage disposals, leak remediation, etc.

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

Not maintaining the Premises or cooperating with Landlord and vendors of the Landlord is deemed an irreparable material breach of this Agreement and could result in the immediate termination of this agreement and Landlord's right for immediate possession.

Any damage resulting from the Resident's delay, negligence in reporting, allowing the completion of or interfering with the completion of maintenance may be charged to Resident and is considered a material breach of this Agreement. In this event the Resident must reimburse Landlord before the next periodic rental due date for loss, damage, cost of repairs or service plus a 10% premium for supervising maintenance which is caused anywhere in the rental unit or complex by Resident or Resident's family, occupants, guests or invitees. Landlord may require payment in advance for repairs for which Resident is liable. Any delay in Landlord's demand for payment is not a waiver of payment.

Landlord may at Landlord's sole discretion charge a 10% premium in addition to the bill, collectible as rent, for oversight of any repairs or maintenance deemed to be caused by Resident or Resident's family, occupants, pets, guests or invitees.

YARD MAINTENANCE: Yard maintenance includes maintaining all exterior areas of the Premises including; landscaping, driveways, right of ways, alleys or easements. It includes and is not limited to removing cobwebs from the exterior of buildings, cutting the grass, trimming bushes, roses, hedges, pulling weeds, keeping rock areas free of weeds, picking up litter, leaves, sticks and debris, watering and maintaining the health of the plants and landscaping, maintaining weed barriers, cloth and rock areas, etc. Resident will be responsible for the cost of replacing any landscaping that has died. In the event Resident fails to maintain the exterior, Landlord may have the work done and charge the Resident the cost of the work plus the 10% premium.

FAILURE TO MAINTAIN: If Resident fails to perform any maintenance obligation as outlined in this Lease, and such failure continues for ten (10) days after notice from Landlord, Landlord may, but shall not be obligated to, send a Vendor to perform such obligation and Resident shall pay Landlord the cost of such performance plus ten percent (10%) as well as a Breach of Lease fee of \$100.00. In the event that a Vendor is dispatched to perform said obligation, that Vendor's service fee will be billed to the Resident regardless if Resident decides to do the work themselves between the time of dispatch and the time the Vendor arrives at the Premises.

SEASONAL MAINTENANCE: Resident acknowledges that Landlord may periodically request access to the Premises to perform seasonal maintenance items (i.e. cleaning gutters, flushing hot water heaters, servicing AC or furnace units).

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

MULTIFAMILY HOUSING: There shall be no personal effects, lights, laundry, flags or signs hung within the view of neighboring units, in windows, over fences, on patios, on decks or over walls. Trash is to be disposed of in proper receptacles. If an item does not fit in the dumpster it must be hauled to the landfill. If Resident fills the community dumpster at move out or any other time during tenancy, Resident will be charged the cost of an extra trash collection. Resident shall cooperate in keeping common areas free of trash and debris. Personal property is to be stored only inside the Premises, garage or storage room, if provided, not out in the open. Items stored in common areas will be requested to be removed. If items are not removed per the timeframe in the request all items may be hauled off and disposed of at Resident's expense plus a 10% premium.

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

Resident may also submit a work order request thru the online portal but acknowledge in the event of an emergency they must call the emergency line as the online portal is not always monitored.

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

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

LOCK OUT: In the event Resident locks themselves out of the Premises during business hours, Resident may contact Landlord and come to the office, provide collateral and sign out a key. Resident may then gain entry and return the key and collect the collateral the same day. Keys will only be given to a person identified in this Agreement with valid identification.

In the event Resident locks themselves out outside of business hours, Resident will need to call a locksmith. Any and all charges will be Resident's responsibility. Resident will provide Landlord with 3 copies of the new key within 48 hours of changing locks. Failure to do so will be considered a material breach of this Agreement. In the event the Resident does not provide a key, then Landlord may hire a locksmith to rekey and charge Resident the cost plus the 10% premium.

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

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

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

CARBON MONOXIDE DETECTOR: If the carbon monoxide detector sounds the alarm Resident has been advised to leave the Premises

and call 911 immediately. Then contact the Landlord.

ALTERATIONS AND IMPROVEMENTS: Resident shall not make any alterations or improvements to the Premises without Landlord's prior written consent. This includes but is not limited to moving appliances, painting, wallpapering, installment of any fixtures including shelves, lights, fans, fences, decks, temporary walls/partitions or any modification that could affect or damage the property. No changing or rekeying of locks is permitted without prior written approval. Resident may be held responsible for any damages resulting from unauthorized alterations, changes or improvements as well as the cost to restore the Premises to its move in condition plus the 10% premium..

STICKERS: No stickers or adhesives are to be put on walls, ceilings, cabinets, windows or any other surface in the Premises. If stickers or adhesives are put anywhere, Resident will be charged for the removal and repair of the area plus the 10% premium.

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

TV MOUNTS: Resident shall not install television mounts without written permission. Resident shall never install a TV mount or put any holes in any fireplace fascade, tile, rock, etc. Damage caused by doing so will be repaired at Residents expense.

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

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

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

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

PATIOS / DECKS: Resident understands only outdoor patio furniture is permitted on any porch, deck, patio or anywhere outside on the Premises. Patio furniture may not hinder ingress or egress to the Premises.

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

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

SWIMMING POOL BARRIER REGULATIONS: Resident agrees to investigate all applicable state, county, and municipal swimming pool barrier regulations and agrees to comply with said regulations while occupying the Premises, unless otherwise agreed in writing. If the Premises contains a swimming pool, Resident acknowledges receipt of Arizona Department of Health Services approved private pool safety notice. Landlord and Resident expressly relieve and indemnify Brokers and Agents from any and all liability and responsibility for compliance with applicable pool barrier laws and regulations.

TRAMPOLINES/TREEHOUSES/POOLS/SPAS/HOT TUBS/ICEBATHS/SAUNAS: Trampolines, tree houses, pools, inflatable pools, play pools, spas, hot tubs, ice baths and saunas of any type are not permitted on Premises and are a material breach of this Agreement and may result in termination of this Agreement, Resident will be charged \$500.00 for any of these items being on the premises per occurrence plus an additional \$100.00 per day until rectified by removing them from the Premises.

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

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

VEHICLES/TRAILERS/BOATS/ATVS/QUADS/MOTORHOMES/ETC: All vehicles must be authorized by Landlord, maintained in an

operational condition and be currently registered and licensed. Inoperable/unlicensed vehicles will be tagged and vehicles may be towed at Resident's expense. Recreational vehicles, boats, motor homes, quads, atvs and/or any trailers must be authorized in writing to be stored on the Premises by Landlord prior to coming onto the property. Repair or maintenance on vehicles must be kept to a minimum and completed the same day. Any leaks/spills must be cleaned up immediately. All oil, fluids, etc. must be disposed of properly the same day. Damage resulting from any leaks or spills will be Residents financial responsibility to repair or return Premises to original condition. Vehicles that have a known leak may not be kept on the Premises. Any unauthorized vehicle/trailer/etc. is considered a material breach of the lease and the Resident may be charged a lease breach fee of \$100.00 per day until removed. The following vehicles are authorized to be on the Premises:

<<Vehicle Information>>

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

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

X _____
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3. General Clauses

3.1 CLAUSES AND BREACHES

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

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

X _____
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3.2 CLAUSES AND BREACHES

CHANGES or MODIFICATIONS: Any change to this Lease Agreement is subject to a \$100 lease change fee to be paid at the time of the Lease Addendum signing.

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

BREACH FEE: Landlord may charge \$100.00 breach fee for any notices sent to Resident for breach of any of the terms of this Agreement.

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3.3 CLAUSES AND BREACHES

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

- ☐ The Premises is a non-smoking property. Smoking is not allowed anywhere inside or outside on the Premises.
- ☐ Smoking is allowed outside of all buildings in designated areas only, if there is not a designated area then at a minimum of 10 feet

from all doors or windows.

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

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

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

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

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

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

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

3.4 ACCESS

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

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

3.5 NOTICES

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

NOTICE TO VACATE A MONTH TO MONTH TENANCY: The Landlord or Resident may terminate a month to month tenancy by delivering written notice to the other at least thirty (30) days prior to the periodic rental due date. A minimum thirty (30) day written notice is required. This must be done on the Resident portal. The tenancy will then terminate on the last day of the month following the month of receipt of the thirty (30) day written notice; tenancy will not terminate in the middle of the month. Written notice to vacate will only be accepted if it includes: the address of the Premises, the signature of all Residents and the date Residents will vacate/surrender the keys to the office and surrender possession of the Premises. Upon receiving notice to vacate, Resident acknowledges Landlord may; advertise the Premises for rent or sale, install a sign at the Premises, provide Resident with two (2) day notice to access the property to show potential buyers or future Residents the Premises. Landlord has no obligation to compensate Resident in any way including financially for inconvenience associated with showings.

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

3.6 VACATING

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

LEASEBREAK: In the event the Resident decides to break their lease and vacate the Premises prior to the end of the lease term, a written notice to vacate specifying an exact move out date is required. The Resident will be charged a lease-break fee equal to one month's full rent or \$750, whichever of the two is greater. This fee is due and payable when notice to break the lease and vacate is given. Landlord will not begin marketing the property for rent until this fee is paid. Once this fee is paid in full, Resident MUST call to let the Leasing Agent know the fee has been paid. Landlord will begin the lease break process per our policy and then make the property available in approx. 14 business days. Landlord requires a minimum of 14 business days to conduct the move out inspection and make any necessary repairs or improvements to the property, during which time the Resident is still responsible for all rent and utilities. Resident will remain responsible to pay for rent per the original terms of the Lease until the premises has been re-rented and has become the financial responsibility of the new qualified tenant or until the end of the Resident's lease term, whichever comes first. If there is a decrease in the market value of rent and the Premises is re-rented at a lower monthly price to a new qualified tenant, Resident will be responsible to pay the difference in rent for the duration of their original lease. Resident is responsible to keep the utilities on in their name and is responsible for all payments due for utilities per the original terms through the lease period or until property has become the financial responsibility of the new qualified Resident whichever comes first. Resident will also be charged to re-key the property plus the 10% premium. Resident will be financially responsible to reimburse any financial incentives given by Landlord during tenancy. Resident will be responsible to maintain the property and yard in a clean and undamaged condition per the original terms of the Lease until the premises has been re-rented and has become the financial responsibility of the new tenant or until the end of the Resident's lease term, whichever comes first. Under no circumstances shall Resident elect to use the Refundable Security Deposit for Rent, Utilities or the Lease break fee. Landlord shall return the Refundable Security Deposits to the Resident within 14 business days of their financial obligation ceasing to exist.

VACATING WITH OCCUPANTS: If some of the Residents decide to leave and other Residents or Occupant(s) named on this Agreement want to continue with the terms of the Agreement, the remaining Residents or Occupant(s) must qualify to have the Agreement placed into their name(s). Qualification may require going through the application process again, applications are only valid for 90 days. If the remaining parties do not qualify, all parties must vacate when the Resident vacates. If more than 50% of the Occupants intend to vacate then all may be required to do so at Landlord's discretion. If an Occupant moves into the Resident position, they will become responsible for all terms and conditions outlined in this Agreement. All deposits will remain with the property. There is a \$100.00 charge for any occupancy changes to be paid at the time of the lease addendum signing.

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

ABANDONMENT AND ABANDONED PROPERTY: Landlord shall not accept abandonment of the Premises as surrender and may enter the Premises for the purpose authorized in the Arizona Residential Landlord Tenant Act (ARLTA). There is a \$500 fee for abandoning the Premises in addition to all of the additional obligations under the lease- break section. Following abandonment of the property or termination of a tenancy, all personal property left on the Premises shall be deemed abandoned and Resident will be charged for removal,

storage costs, or costs to sell the property and all other related expenses. If Landlord believes such charges will exceed the value of the property, Resident hereby authorizes the Landlord to dispose of said property in any manner the Landlord deems fit. Resident holds Landlord harmless for loss of said property.

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

X _____
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4. Additional Provisions

4.1 LEAD-BASED PAINT DISCLOSURE

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

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

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4.2 OTHER

TRUSTEE'S SALE NOTICE: Resident shall notify Landlord immediately upon receipt of any notice of trustee's sale. Resident acknowledges that pursuant to law, Resident's rights under this Agreement may be terminated in the event of a trustee's sale. Resident has the right to seek professional advice regarding their rights during a foreclosure. Nonetheless, a Landlord's failure to pay the mortgage does not eliminate the Resident's obligation to pay rent. To avoid breaching the lease, the tenant should continue paying rent to the Landlord/Agent up to the date on which the foreclosure is completed.

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

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

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

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

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

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

WAIVERS: No waiver by Landlord of any provision herein shall be enforceable against Landlord unless in writing signed by Landlord, nor shall it be deemed a waiver of any other provision herein or of any subsequent breach by Resident of the same or any other provision. Landlord's consent to or approval of any act shall not constitute a continuing consent to or approval of any subsequent act by Resident.

SUBORDINATION: This Agreement shall be subordinate to all present and future ground leases, mortgages, deeds of trust and any other encumbrances consented to by Landlord and also to any modifications or extensions thereof. Resident agrees to execute any subordination agreements or other similar documents presented by Landlord within three (3) days of delivery.

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

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

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

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

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

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

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

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

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4.3 RULES AND LAW

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

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

CRIME FREE PROVISION: Resident, occupants, family, guests, invitees, or other persons under Resident's control shall not engage in or

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

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

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

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

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

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

4.4 ADDITIONAL CLAUSES IN LEASE

Additional Clauses In Lease

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

X _____
Initial Here

5. Sign and Accept

5.1 TENANT ACKNOWLEDGEMENT

RESIDENT ACKNOWLEDGEMENT: By signing below, Resident acknowledges that (i) a free copy of the Arizona Residential Landlord Tenant Act (ARLTA) is available through the Arizona Department of Housing;(ii) The Landlord shall furnish upon move in, a move in form for Resident to specify any existing damages to the Premises and Resident shall return the completed move-in form within 5 days or Resident shall accept the Premises in its existing condition. (iii)Resident is hereby notified that Resident is entitled to be present at the move-out inspection with written request in advance of move out date. (iv) Resident understands and agrees to the terms and conditions of this Agreement, and acknowledges a receipt of a copy of all pages of this Agreement, the Resident Handbook and all attached and incorporated Addenda.

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

Rent Right Management Solutions, LLC

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

Phone: 928-771-0308, Fax 1-866-514-1901 or RentRightInfo@gmail.com

X

Lessee

Date Signed

X

Lessor

Date Signed