

Residential Lease Agreement

BY THIS AGREEMENT made and entered into on _____ between, _____ (Lessor, Landlord), and _____ (Lessee, Tenant). Lessee will lease the premises located at _____. Lessee will lease the property and all appurtenances, for a term of _____ months, to commence on _____, _____, and to end on _____, _____.

1. Rent. Lessee agrees to pay rent listed below on or before the 1st of each month.

\$ _____	Rent Amount
\$ _____	_____
\$ _____	_____
\$ _____	Total Rent Per Month

If Lessee pays the rent after the 3rd day of the month, a late fee of \$ _____ will be paid. After the 5th day of the month, the late fee will be \$ _____ for each day following the 5th day of the month. All fees and penalties will be paid prior to the payment of rent.

2. Form of Payment / Returned Checks. Lessee agrees to pay rent in the form of cash, cashier's check, or money order. Checks are typically not accepted. However, if for any reason a check is taken by a Lessor and returned by the bank without payment, Lessee will pay a charge of \$ _____ as a returned check fee.

3. Security Deposit. Lessee deposits with Lessor \$ _____, as security for the faithful performance by Lessee of the contract. This deposit is fully refundable, minus cleaning and repairs/damages incurred during the Lessee's occupation of the property.

4. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall have peacefully and quietly enjoyment of the demised premises for the agreed term. Lessee also agrees to not infringe on the peaceful and quiet enjoyment of others.

5. Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a private residence, and neither the premises nor any part thereof shall be used by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private residence. Lessee shall comply with all the sanitary laws, ordinances, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto.

6. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than the individuals listed below without the consent of the Lessor. Please list the names of each tenant below.

1. _____ 2. _____ 3. _____

7. Keys / Locks. Lessee will be given all relative keys to the premises. If all keys are not returned to Lessor following termination of lease, Lessee shall be charged \$ _____ per key. Lessee agrees not to change locks on any door or mailbox without the permission of the Lessor. Having obtained permission, Lessee agrees to provide Lessor with a duplicate key. Keys given to the tenant are as follows:

8. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty, or any other cause whatsoever with respect to any car or its contents.

9. Assignment and Subletting. Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall terminate this lease.

10. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property shall be allowed.

11. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been unlivable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

12. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

13. Utilities. Lessee shall be responsible for arranging for and paying for all utility services not provided by the Lessor. These include: _____

14. Right of Inspection / Emergency Entry. A copy of the Arizona Residential Landlord and Tenant Act is available on the Arizona Secretary of State's website. Lessor shall have the right at all reasonable times to enter the demised premises for the purpose of inspecting. This includes emergency situations in which the safety of the property or others is in danger.

15. Maintenance and Repair. Lessee will keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease. Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair. In the event that a repair is needed, the lessee will pay the first \$_____ of any service call at the time that the repair is made.

16. Insurance. Lessor has obtained insurance to cover fire damage to the building and liability insurance to cover personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee shall obtain a Renter's Insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence.

17. Pets. Pets shall not be allowed without prior consent. Lessee shall pay a one-time pet fee of \$_____, to be paid as a nonrefundable fee for pet damages to the Premises (if any) as provided by law. This fee is in addition to any other security deposit stated in this lease.

18. Display of Signs. During the last 30 days of this lease, Lessor shall have the privilege of displaying a "For Sale" or "For Rent" sign on the premises and showing the property to prospective purchasers or tenants.

- 19. Subordination of Lease.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the premises by Lessor.
- 20. Holdover / Notice of Intent to Vacate by Lessee.** Lessee shall be required to give 30 day's written notice of intent to vacate the property before the lease has expired. Holdovers in the absence of a current lease will not be allowed.
- 21. Surrender of Premises.** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements are accepted.
- 22. Default.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons there from. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 5 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to affect such correction within a reasonable time.
- 23. Abandonment.** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so
- 24. Lead Paint Disclosure.** "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women.
- 25. Landlord/Tenant Act.** A copy of the Arizona Residential Landlord and Tenant act is available on the Arizona Secretary of State's website.
- 26. Bedbugs.** Information on bedbugs can be found in Arizona Revised Statute 33-1319. This statute contains information on the obligations placed on owners and tenants by the state relating to bedbugs.
- 25. POOL SERVICE:** If the property has a private swimming pool, Lessor will provide a pool chemical service only. Tenant will be responsible for cleaning of the pool, traps, skimmers, and filter system. Damage caused by Tenant's failure to clean and/or properly operate pool and/or equipment, will be the responsibility of the Tenant and Tenant agrees to reimburse Owner for repair expense. If the property has a private spa or hot tub, Tenant is responsible for all chemicals, cleaning, and proper operation. Tenant's failure to clean and/or properly operate a spa or hot tub and/or equipment will be the responsibility of the Tenant and Tenant agrees to reimburse Owner for repair expense. Pool, spa or hot tub maintenance tools are to be stored out of direct sunlight. Tenant is aware that direct sunlight will destroy the plastic on pool maintenance tools and Tenant will be responsible for replacement cost of pool maintenance tools if Lessor deems these tools to be damaged by direct sunlight.

26. PRIVATE SWIMMING POOL: If the property has a private swimming pool, Tenant agrees to read and sign the "Important Notice About Pool Safety" addendum, which will become a part of this agreement. Tenant further agrees to obtain adequate liability insurance and keep such policy in effect at all times during time of tenancy. Tenant agrees to keep safety latches for gates, and/or doors in proper working order at all times and to notify Lessor in writing of any repairs and/or maintenance to same.

27. DUTIES OF TENANT: Tenant agrees to be responsible for the following maintenance at Tenant's expense: (A) Change return air filters for all heating/cooling systems at least once a month. (B) Maintain proper pest control service to the property to prevent insect infestation, except in apartment complexes where Lessor provides the pest control service and it is included with rent. (C) All maintenance and repair expense caused by Tenant's failure to properly use and care for the property in general. (D) All sewer and/or drain stoppage, which occurs after Tenant has occupied the property for thirty (30) days, except in a case where the sewer system has a mechanical failure beyond the control of Tenant. (E) All repairs to existing telephone wiring, outlets, jacks and hardware. Owner makes no representation that such is in working order. (F) All repairs to existing cable TV wiring, outlets, jacks and hardware. Owner makes no representation that such is in working order. (G) Maintain the property in clean and undamaged condition and dispose of all garbage in a clean and safe manner. (H) Proper watering and maintenance for all landscape except in cases of common areas maintained by Lessor or an Owner's Association. (I) to have a professional cleaning company clean the carpet upon move out, otherwise property manager will hire one and charge to the security deposit. This landscape maintenance is defined as follows: sufficient watering to maintain all trees, bushes, lawns, and other plants in a healthy condition. All trees, bushes, lawns and other plants are to be kept trimmed and fertilized to maintain the landscape in an attractive and healthy condition. This includes tall trees. All rock areas are to be kept free of grass, weeds, and debris. If Tenant is not able to maintain the landscape, it is the responsibility of Tenant to hire a qualified landscape service company. Failure to properly maintain the landscape will result in Lessor having the work done and Tenant will be responsible for the expense to the Owner. Tenant further agrees to be responsible for any and all fines assessed by the City, or any other government agency, related to failure to maintain the landscape and/or keep the property clean and trash free.

27. Other Terms:

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Lessee: _____ Lessee: _____

Lessor: _____

Swimming Pool and Hot Tub Addendum

Date: ____/____/____
 Lessor: _____
 Lessee: _____
 Address of Leased Premises: _____

This Swimming Pool and Hot Tub Addendum is attached to and becomes a part of the Rental and Lease Agreement on the property referenced above.

The subject property has a (swimming pool, spa and/or hot tub) located thereon. The lessee(s) will use the swimming pool and/or hot tub at the lessee's own risk. The lessor will not be held responsible for the injuries sustained by the lessee and/or the lessee's occupants or guests when using the swimming pool and/or hot tub, and the lessee will indemnify the landlord for any actions resulting from injuries to lessee and/or lessee's occupants or guests.

The lessee is responsible for the general maintenance of the swimming pool and/or hot tub. This includes, but is not limited to, keeping the swimming pool/hot tub clean of debris, properly maintaining chemicals and keeping the pool/hot tub areas clean, neat and organized. The lessee is responsible for keeping all gates locked and the swimming pool/hot tub area secured at all times

The lessee understands and agrees to allow the lessor access at regular times to maintain the pool equipment. The lessee agrees to refrain from attempting to make any repairs or adjustments to the pool equipment or to any of the electrical wiring for the pool equipment.

The lessee must immediately notify the lessor of any repair that the swimming pool/hot tub may require. The lessee is responsible for the full cost that may be due for repair and/or replacement of the swimming pool/hot tub that is required as a result of negligence by the lessee or the lessee's occupants or guests. The lessee must operate the swimming pool/hot tub in accordance with the manufacturer's instructions and in a safe, responsible manner.

The lessee is responsible for using chemicals in accordance with the manufacturer's instructions. The lessee must store all chemicals in a safe manner.

No pets of any kind are permitted in the swimming pool and/or hot tub at any time.

The lessee understands that the swimming pool and/or hot tub is strictly an amenity and that the use of this amenity is not guaranteed under the terms of the lease. Any interruption or non-availability of the use of the swimming pool/hot tub will not violate any terms of the lease.

If the lessee violates any part of this Addendum, the lessee will then be in default of the lease. In the event of a default, the Lessor may initiate legal proceedings in accordance with local and state regulations to evict or have the lessee removed from the leased premises, as well as seek judgment against the lessee for any monies owed to the lessor as a result of the lessee's default.

Signed:

 Lessor Date _____

 Lessee Date _____

 Lessee Date _____