## RESIDENTIAL LEASE AGREEMENT

Document updated: November 2023



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| 1.               | LANDLORD:  |   | identified o     | n Line 333.   |
|------------------|--|---|------------------|---------------|
| _                | PROPERTY OWNER(S) (L   | _ANDLORD) NAME(S)   |                  |               |
| 2.               | TENANT: TENANT(S) NAME(S)  |   |                  |               |
| 3.               | ( )  | is Residential Lease Agreement ("Lease Agreement") on the terms conta   | ained herei      | n. Landlord   |
| 4.               | . rents to Tenant and Tenant rents f   | from Landlord, the real property and all fixtures and improvements thereo   |                  |               |
| 5.               | incident thereto, plus personal prope  | erty described below (collectively the "Premises").   |                  |               |
| 6.               | . Premises Address:  |   |                  |               |
|                  |  | AZ, Zip Code:   |                  |               |
|                  | -  | to be maintained in operational condition by Landlord:  |                  |               |
|                  | • •  | igerator  |                  |               |
| 10.              | . Other:   | goldio Trango, even Distinuació Distinuació   |                  |               |
|                  |  | all be used only for residential purposes and only by the follow  | /ing_name        | d persons:    |
|                  | • •  |   |                  | . ролосии     |
|                  |  |   |                  |               |
|                  |  |   |                  |               |
| 14.              | Assignment and Occupancy Res   | strictions: Only persons listed above may occupy the Premises or any part the   | ereof withou     | ut Landlord's |
|                  |  | ots to sublet, transfer, or assign this Lease Agreement and/or allows any persons   |                  |               |
| 10.<br>17.       | this Lease Agreement and Landlord  | ut Landlord's prior written consent, such act shall be deemed a material non-co<br>d may terminate this Lease Agreement.                                      | ompliance t      | by renant of  |
|                  | . Addenda Incorporated: Lead   | · · ·   |                  |               |
|                  |  | a-baseu Failit Disclosule   |                  |               |
|                  |  |   |                  |               |
| 20.              | <b>Term:</b> This Lease Agreement shall I  | begin on at and end on<br>MO/DAYR TIME and end on   | _ at <sub></sub> | ,             |
|                  |  | t shall automatically continue on a month-to-month basis, with all other terms a  |                  |               |
| 22.              | . herein remaining the same, unless ei   | either party provides written notice to the other of their intention to terminate   | the Lease        | Agreement.    |
|                  |  | ment at the end of the original term shall be given on or prior to the last rental  |                  |               |
|                  |  | nonth-to-month basis, shall be given thirty (30) days prior to the periodic rer<br>teys/garage door/entry gate openers as described herein and vacate the Pre |                  | te. At lease  |
|                  |  |   |                  |               |
|                  |  | O VACATE THE PREMISES AS PROVIDED FOR IN THIS LEASE AGRE<br>VER AN AMOUNT EQUAL TO BUT NOT MORE THAN TWO (2) MONT   |                  |               |
|                  |  | GES SUSTAINED BY LANDLORD, WHICHEVER IS GREATER, AS PRO   |                  |               |
| 29.              | ARIZONA RESIDENTIAL LANDLO   | ORD AND TENANT ACT ("ARLTA").   |                  |               |
| 30               | . Earnest Money:   | Earnest Money is required.  |                  |               |
| 31.              |  | nest Money is required in the amount of \$  |                  |               |
| 32.              | . Unti   | il offer is accepted, Landlord is entitled to lease the Premises to another ten   | ıant.            |               |
|                  |  | rsonal Check  |                  |               |
| 34.              | • —  | andlord, Earnest Money will be deposited with:  |                  |               |
| 3 <del>4</del> . |  | ker's Trust Account   |                  |               |
| ٠.               |  | (PRINT BROKERAGE FIRM'S NAME)   |                  |               |
| 36.              | . Land   | ndlord  |                  |               |
| 37.              | . Uthe   | er:   |                  |               |
|                  |  |   |                  | >:            |
|                  |  | Residential Lease Agreement • Updated: November 2023  |                  |               |
|                  | <initials co<="" td=""><td>Copyright © 2023 Arizona Association of REALTORS®. All rights reserved.</td><td></td><td></td></initials> | Copyright © 2023 Arizona Association of REALTORS®. All rights reserved.   |                  |               |
| _ANE             | IDLORD LANDLORD  | Page 1 of 8   | TENANT           | TENANT        |

| 39.                             | All Earnest Mone dishonored for an notice to Tenant.                           | iy reason, at Lai  | ndlord's option, Lar  | ndlord shall be imr   | mediately relea  | ased from all o   | bligations under t  | his Lease A                                      | greement b                              | y              |
|---------------------------------|--|--|---|---|--|---|---|--|---|----------------|
| 42.<br>43.<br>44.               | Periodic Rental<br>of each month (re<br>to accept a partia<br>the amount of Re | egardless of wee<br>I payment of Re<br>ent due to equa   | kends or holidays).<br>nt or other charges<br>I the difference ca   | Rent shall be pay<br>If the sales tax on<br>Bused by the tax on           | yable in advan<br>changes during<br>change upon              | ce without ded<br>g the term of th<br>thirty (30) day     | uctions or offsets.<br>nis Lease Agreem<br>s notice to Tenar          | Landlord is<br>ent, Landlord<br>nt.              | not required<br>may adjus               | d<br>st        |
| 45.                             | Rent: Tenant sh  | all pay monthly  | installments of \$  |   |  | _ plus any ap   | plicable sales tax  | kes, which a                                     | are currently                           | у              |
| 46.                             | \$   | , tota   | aling \$  | ("R   | ent") to:  |   |   |  |   | ,              |
| 47.                             | at:  |  |   |   |  |   |   |  |   |                |
| 49.<br>50.<br>51.<br>52.        | by 5:00 p.m.  These additional Landlord shall be check or money                | on the due dat<br>al charges shoe entitled to c  | e orfo<br>fo<br>all be collectible  | _ days after due on all funds dishored as Rent. If a                      | date and shal<br>nored for any<br>n Rent payn                | ll be collectible<br>reason, in add<br>nent has be        | e as Rent. Tenar<br>dition to the late o<br>en returned un            | nt shall pay<br>charge prov<br>paid for a        | a charge o<br>ided herein<br>iny reason | of<br>1.<br>1, |
| 55.                             | Late or Partial I<br>any required pay<br>late fees or costs                    | ment in the fut  |   |   |  |   |   |  |   |                |
| 57.                             | Rent Proration:  | If Rent is being p   | prorated for a period   | d other than a full n   | nonth, Tenant  | shall pay on ${M^{C}}$                                    | \$  |  | plus an                                 | y              |
| 58.                             | applicable sales ta  | ax of \$   | , totaling \$ _   | fo  | or the prorated  | period beginnir   | ng <sub>MO/DA/YR</sub>  | and ending $_{\overline{\scriptscriptstyle{N}}}$ | MO/DA/YR                                |                |
| 60.<br>61.<br>62.<br>63.<br>64. | ARLTA does<br>The breakdov<br>were calculat<br>Deposits may                    | not prohibit wn of the detection and does to be placed in  | Rent in an ame<br>a tenant from v<br>posit amounts s<br>not limit a lar<br>n interest-bearin<br>HALL NOT BE U | oluntarily payin<br>shown below is<br>ndlord's right to<br>g accounts, wh | ig more that<br>s solely for<br>o use all d<br>nich interest | n one and o<br>the purpose<br>eposit amou<br>shall be ret | ne-half month'<br>e of showing l<br>ints as permitt<br>ained by the E | s Rent in<br>how such<br>ed by the               | advance.<br>amounts<br>ARLTA.           |                |
| 66.                             | Initial Rent Payı  | ment: \$   |   | _   |  |   |   |  |   |                |
| 67.<br>68.                      |  |  | <b>Due:</b> "Security Dude a reasonable   |   |  |   | ormance under   | this Lease                                       | Agreement                               | t.             |
| 69.                             | Security depos   | sit: \$  |   |   |  |   |   |  |   |                |
| 70.                             | Pet depos  | sit: + \$  |   | (assistive and ser  | vice animals   | are not consid  | lered "pets")   |  |   |                |
| 71.                             |  |  |   |   |  |   |   |  |   |                |
| 72.                             | Non-refundable   | e Charges Due  | <b>)</b> :  |   |  |   |   |  |   |                |
| 73.                             |  |  |   | (for additional cle   | -  | -   |   |  | •                                       |                |
| 74.                             | Redecorating Fe  | ee: + \$   |   | (for periodic repai<br>decorative items a                                 |  |   | window covering   | s, paint and                                     |   |                |
| 75.<br>76.                      | Pet Cleaning Fe  | e. + \$  |   | for additional we   |  | ,   | enant vacates)  |  |   |                |
| 77.                             | r or oroaning r  | σο. • ψ  |   | (assistive and ser  |  |   |   |  |   |                |
| 78.                             | Other Fe   | ee: + \$   | . (   | (for  |  |   |   |  |   | )              |
|                                 | Tax Due on Initi<br>Sales tax charge   |  |   |   |  | % Taxal   | ole amount \$   |  |   |                |
| 81.                             | Total Required   | Payment:   | \$  |   | _  |   |   |  |   |                |
| 82.<br>83.                      | Less Earnest Mo  | ney<br>(CERTIFIED F  | - \$<br>UNDS): \$   |   | to be deliver  | ed to Landlord o  | on or hefore  |  |   |                |
|                                 |  |  |   |   |  |   | MO/D  | A/YR   |   | _              |
| ŏ4.                             | Refundable dep   | osits Will Dê N  | eiu: 🔲 by Landi   | ora 🔲 in Broke  | IS ITUST ACCO  |   | GE FIRM NAME  |  |   | _<br>>:        |
|                                 |  | 7  | Residential   | Lease Agreement •   | Updated: Novem   | ber 2023  |   |  |   | 一<br>一         |
| LAND                            | DLORD LANDLORD   | <initials< td=""><td></td><td>Arizona Association of</td><td>-</td><td></td><td>Initials&gt;</td><td>TENANT</td><td>TENANT</td><td></td></initials<> |   | Arizona Association of  | -  |   | Initials>   | TENANT   | TENANT                                  |                |
|                                 | ,  DEGIND  | 1  |   |   |  |   |   |  |   |                |



85. No refundable deposit shall be transferred from the Broker's Trust Account to anyone other than Tenant without ten (10) calendar days' 86. written notice to Tenant. If deposits are held by Landlord, Tenant and Landlord agree to hold Broker harmless of all liability regarding said 87. deposits. If the Premises are surrendered to Landlord at the termination or expiration of this Lease Agreement in a clean and undamaged 88. condition acceptable to Landlord, Landlord shall return the refundable deposits to Tenant within the time period provided for in the ARLTA. 89 However, if the Premises are delivered to Landlord in an unclean, damaged or unacceptable condition, Landlord shall be entitled to retain 90. all or a portion of the refundable deposits and hold Tenant liable for any additional charges. Application/Credit/Background Contingency: A credit/background report(s) application fee of \$ 92. is due by separate payment and is non-refundable. This Lease Agreement is contingent on satisfactory verification and 93. approval by Landlord of Tenant's employment, credit, banking references, income, past rental history, and criminal and/or 94. other background check(s) prior to possession. Tenant consents to these credit/background check(s) by Landlord or Broker. 95. Tenant shall complete a separate rental and/or credit application containing all the required information. Tenant warrants 96. that the information is correct and complete and that Tenant has disclosed all pertinent information and has not withheld any 97. information, including, but not limited to, poor credit, early terminations of leases, evictions or bankruptcy. Tenant's material 98. falsification of any information provided to Landlord shall entitle Landlord to terminate this Lease Agreement and pursue all 99. applicable remedies, damages, court costs and reasonable attorneys' fees. The credit history of Tenant with respect to this 100. Lease Agreement may be reported to any credit bureau or reporting agency. 101. Pets (including, but not limited to animals, fish, reptiles or birds): Assistive and service animals are not considered "pets." 102. No pets allowed. Tenant agrees not to keep or permit any pets on the Premises without prior written consent of Landlord. ☐ Landlord hereby grants Tenant permission to keep the following described pet(s) on the Premises: 103. 104. 105. is required is not required to maintain a liability insurance policy to cover any liability incurred due to pet(s) with a 106. minimum of \$ \_\_\_\_\_ coverage and cause Landlord to become an "additional insured" under the policy. 107. **Keys:** Landlord agrees to deliver to Tenant keys for Premises: Door and \_\_\_ garage door openers upon possession. Entry Gate Other: 109. Tenant shall pay Rent and shall remain responsible for the security of the Premises until all keys and garage door openers 110. have been physically returned to Landlord/Property Manager/Authorized Representative or otherwise satisfactorily accounted 111. for by Tenant. Leaving keys/garage door opener/entry gate opener in or on the Premises will not be considered returned 112. unless expressly authorized by Landlord in writing. Tenant agrees to pay all costs related to replacing lost or unreturned keys 113. and/or garage door/entry gate openers. Tenant shall not change the locks or add a deadbolt lock without Landlord's written 114. consent. Tenant acknowledges that unless otherwise provided herein, Premises have not been re-keyed. 115. **Utilities:** Tenant agrees to arrange, and pay for when due, all utilities except: 116. 117. **Association:** Premises is located within a community association(s): Yes No If Yes, explain: 118. 119. Association Dues: If applicable, homeowners' and other association dues and assessments shall be paid by Landlord. 120. Maintenance Responsibility: The following shall be the responsibility of the party indicated: 121. A. Pool Maintenance: Cleaning/Routine Maintenance: 

Landlord 

Tenant 

Association 

Not applicable 122. Pool Chemicals: Landlord Tenant Association Not applicable 123. ☐ Landlord ☐ Tenant ☐ Association ☐ Not applicable 124. B. Routine Pest Control: 125. C. Yard Maintenance: 126. Front Yard: Landlord Tenant Association Not applicable Back Yard: Landlord Tenant Association Not applicable 127. 128. D. Other: ☐ Landlord ☐ Tenant ☐ Association ☐ Not applicable 129. Upkeep of the Premises: Tenant has completed all desired physical, environmental or other inspections and investigations of the 130. Premises and is satisfied with the physical condition, except as otherwise noted in writing. Tenant shall maintain the Premises in a 131. neat and undamaged condition and, in particular, shall comply with applicable provisions of building codes, homeowners' association 132. or other rules and regulations; maintain the Premises in a clean and safe condition; dispose of all ashes, rubbish, garbage and other 133. waste; keep and use all plumbing and electrical, sanitary, heating, ventilating and air conditioning facilities and elevators and other 134. facilities and appliances in a clean and reasonable manner; and generally conduct themselves and others in their charge, including 135. 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 136. Premises. Tenant shall immediately notify Landlord of any situation or occurrence that requires Landlord to provide maintenance, Residential Lease Agreement • Updated: November 2023 <Initials Initials> Copyright © 2023 Arizona Association of REALTORS®. All rights reserved.



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Residential Lease Agreement >> Page 4 of 8 137. make repairs, or otherwise requires Landlord to take action as required by the ARLTA, including, but not limited to any moisture 138. conditions from any source, leaks, evidence of mold/mildew, or of any inoperative mechanical, plumbing or electrical system or 139. component thereof. In the event Tenant notifies Landlord in writing of any condition requiring Landlord to make repairs or perform 140. maintenance, such notice shall constitute permission from Tenant for Landlord to enter the Premises for the sole purpose of 141. making the repairs or performing the maintenance requested. If Tenant fails to comply with such requirements, Landlord may make 142. necessary repairs and submit a bill to Tenant subject to the provisions of the ARLTA. Tenant also agrees to replace furnace filters, air conditioning filters, light bulbs, water filters and smoke alarm and/or carbon monoxide detector batteries as frequently as conditions 143. require, or as otherwise provided. Landlord agrees to maintain the Premises as provided in the ARLTA and shall comply with the 145. requirements of applicable building codes, homeowners' association or other rules and regulations, make all repairs necessary to 146. keep the Premises in a fit and habitable condition. Rules and Law: Tenant has either received a copy of any rules, regulations, covenants, conditions and restrictions, homeowners' 148. association rules, ordinances, and laws ("Rules and Law") concerning the Premises, or has made an independent investigation 149. of the applicability of any such Rules and Law to Tenant's use of the Premises. If the homeowners' association, state, county, 150. municipal or other governmental bodies adopt new ordinances, rules or other legal provisions affecting this Lease Agreement, 151. Landlord may make immediate amendments to bring this Lease Agreement into compliance with the law. In such event, Landlord agrees to give Tenant notice that this Lease Agreement has been amended and shall provide a brief description of the amendment 152. 153. and the effective date. 154. Compliance with Rules and Law: Landlord and Tenant agree to comply with the applicable Rules and Law concerning the Premises. Tenant agrees to supervise other occupants, family, guests, invitees, or other persons under Tenant's control to ensure 156. their compliance with the Rules and Law and shall be responsible for any actions of the foregoing who violate this Lease Agreement 157. or the applicable Rules and Law. Tenant shall immediately notify Landlord upon receipt of any notice of violation and shall pay any 158. fines or penalties assessed by any governing body as a result of Tenant's noncompliance with Rules and Law. 159. (TENANT'S INITIALS REQUIRED) TENANT TENANT 160. Crime-Free Provision: Tenant, occupants, family, guests, invitees, or other persons under Tenant's control shall not engage in or 161. facilitate: (i) any acts involving imminent or actual serious property damage as defined by law; (ii) any criminal activity (state, federal or 162. 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, 164. safety and welfare of Tenants, Landlord, Landlord's representatives, agents or others. VIOLATION OF THIS PROVISION SHALL CONSTITUTE A MATERIAL AND IRREPARABLE VIOLATION OF THIS LEASE 166. AGREEMENT AND CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY. Swimming Pool Barrier Regulations: Tenant 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, Tenant acknowledges receipt of the Arizona Department of Health Services approved private pool safety notice. Landlord and Tenant expressly relieve and indemnify brokers from any and all liability and 171. responsibility for compliance with any applicable pool barrier laws and regulations. (TENANT'S INITIALS REQUIRED) 172. TENANT 173. Lead-based Paint Disclosure: If the Premises were built prior to 1978, the Landlord shall: (i) notify Tenant of any known 174. lead-based paint ("LBP") or LBP hazards in the Premises; (ii) provide Tenant with any LBP risk assessments or inspections of the 175. Premises in the Landlord's possession; (iii) provide Tenant with the Disclosure of Information on Lead-Based Paint and Lead-176. Based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the pamphlet 177. "Protect Your Family from Lead in Your Home" (collectively "LBP Information"). 178. The Premises were constructed prior to 1978 and Tenant has received and executed the Disclosure of Information on 179. Lead-based Paint and Lead-based Paint Hazards, and has received any reports, records, pamphlets, and/or other materials 180. referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home." (TENANT'S INITIALS REQUIRED) 181. TENANT TENANT 182. 183. Premises were constructed in 1978 or later. (TENANT'S INITIALS REQUIRED) 184. TENANT TENANT 185. Smoke Detectors: The Premises 🗌 does 🔲 does not contain smoke detector(s). If yes, Tenant shall maintain the detector(s) in working condition, change batteries and notify Landlord if the detector is not working properly or missing from 186. 187. the Premises. Carbon Monoxide Detectors: The Premises does does not contain carbon monoxide detector(s). If yes, Tenant shall maintain the detector(s) in working condition, change batteries and notify Landlord if the detector is not working properly or



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missing from the Premises.

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

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- 244. Equal Housing Opportunity: Landlord and Brokers 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
- 246. strictly for or against either party. All singular and plural words shall be interpreted to refer to the number consistent with circumstances
- 247. and context.
- 248. Court Modification: If any provision of this Lease Agreement is found by a court to be invalid, illegal or vague, the parties agree
- 249. that such provision shall be modified or stricken by the court to the minimum extent deemed necessary to make it valid, legal and
- 250. enforceable and that all other provisions of this Lease Agreement shall remain in full force and effect.
- Days: All references to days in this Lease Agreement shall be construed as calendar days and a day shall begin at 12:00 a.m.
- 252. and end at 11:59 p.m.
- 253. Notices: Unless otherwise provided for by statute or by agreement of the parties, all notices herein shall be in writing and shall

| 255.                                 | mail, or personally delivered. Such notice shall be deemed received on the date the notice is actually received or five (5) days after the date the notice is mailed by registered or certified mail, whichever occurs first.  |
|--------------------------------------|--|
|                                      | Additional Terms:  |
| 258.                                 |  |
| 259.                                 |  |
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| 275.<br>276.<br>277.<br>278.<br>279. | <b>Tenant Acknowledgment:</b> By signing below, Tenant acknowledges that: (i) A free copy of the Arizona Residential Landlord and Tenant Act is available through the Arizona Department of Housing; (ii) Landlord shall furnish upon move-in, a move-in form for specifying any existing damages to the Premises and Tenant shall return the completed move-in form to Landlord within five (5) days or days of occupancy or Tenant accepts the Premises in its existing condition; (iii) Tenant is hereby notified that Tenant is entitled to be present at the move-out inspection; (iv) Tenant understands and agrees to the terms and conditions of this Lease Agreement, and acknowledges a receipt of a copy of all (eight) 8 pages of the Lease Agreement and any addenda. |
| 282.<br>283.<br>284.                 | INDEMNITY AND RELEASE: THE PARTIES TO THIS LEASE AGREEMENT 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 PARTIES AND TENANT'S FAMILY, GUESTS, INVITEES, AGENTS, PETS OR OTHERS UNDER THEIR CONTROL.  |
| 286.                                 | (LANDLORD'S INITIALS REQUIRED)   |
| 287.                                 | (TENANT'S INITIALS REQUIRED)   |
|                                      | TENANT  Terms of Acceptance: This offer will become a binding lease agreement when acceptance is signed by Landlord and a signed copy delivered in person, by mail, facsimile or electronically, and received by Broker on behalf of Tenant if applicable, or  |
|                                      | by Tenant no later than, at a.m. $\square$ p.m., Mountain Standard Time. Tenant may withdraw this offer at any time prior to receipt of Landlord's signed acceptance. If no signed acceptance is received by this date and time, this offer shall be deemed withdrawn.   |
|                                      | Residential Lease Agreement • Updated: November 2023   |



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|                     | 03. THIS LEASE AGREEMENT CONTAINS (EIGHT) 8 PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE 04. ENSURE THAT YOU HAVE RECEIVED AND READ ALL (EIGHT) 8 PAGES AS WELL AS ANY ADDENDA AND ATTACHMENTS. |                                   |   |                         |                              |                |            |             |
|---------------------|---|-----------------------------------|---|-------------------------|------------------------------|----------------|------------|-------------|
|                     | 5. Broker on behalf of Tenant:  |                                   |   |                         |                              |                |            |             |
| 296.                | DRINIT  | SALESPERSC                        | NAME  | AGENT CODE              | PRINT FIRM NAME              |                | FIRM CO    |             |
| 297.                | FRINI   | SALESPENSC                        | IN 3 NAIVIE   | AGENT CODE              | PRINT FIRM NAME              |                | FIRM C     | JDE         |
|                     | PRINT   | SALESPERSC                        | N'S NAME  | AGENT CODE              | PRINT FIRM NAME              |                | FIRM Co    | ODE         |
| 298.                | FIRM A  | DDRESS                            |   | CITY                    |                              | ZIP COD        | <br>E      |             |
| 299.                | TELEPI  | HONE                              | FAX   |                         | EMAIL                        |                |            |             |
|                     | Agency Confirmation: The Broker is the agent of (check one):  Tenant exclusively; or both Tenant and Landlord   |                                   |   |                         |                              |                |            |             |
|                     |   | _                                 | d agree to lease the Pren<br>uding Tenant Attachment.   | nises on the terms      | and conditions herein s      | tated and ackr | nowledge r | eceipt of a |
| 304.                |   | ANITIO 0101147                    |   | 110/211/2               |                              |                |            |             |
|                     | ^ TEN   | ANT'S SIGNAT                      | TURE  | MO/DA/YR                | ^ TENANT'S SIGNATURE         |                |            | MO/DA/YR    |
| 305.                | ADDRE   |                                   |   |                         |                              |                |            |             |
| 306.                |   |                                   |   |                         |                              |                |            |             |
|                     | CITY  | DI 000                            | ACCEPTANCE  |                         |                              | STATE          | ZIP COD    | Ξ           |
|                     | LAN   | DLORD                             | ACCEPTANCE  |                         |                              |                |            |             |
| 307.                | Broke   | er on behal                       | f of Landlord:  |                         |                              |                |            |             |
| 308.                | PRINT   | SALESPERSC                        | N'S NAME  | AGENT CODE              | PRINT FIRM NAME              |                | FIRM C     | <br>DDE     |
| 309.                | PRINT   | SALESPERSC                        | N'S NAME  | AGENT CODE              | AGENT CODE PRINT FIRM NAME   |                | FIRM C     | <br>ODE     |
| 310.                |   |                                   |   |                         |                              |                |            |             |
|                     | FIRM A  | DDRESS                            |   | CITY                    |                              | STATE          | ZIP COD    | <br>E       |
| 311.                | TELEPI  | HONE                              | FAX   |                         | EMAIL                        |                |            |             |
| 312.                | Broke   | <b>r</b> is not aut               | horized to receive notices or   | act on behalf of Land   | llord unless indicated below | <i>I</i> .     |            |             |
| 313.<br>314.        | Agency Confirmation: The Broker is the agent of (check one):  Landlord exclusively; or  both Landlord and Tenant  |                                   |   |                         |                              |                |            |             |
|                     | -   | e <b>rty Mana</b> g<br>n agreemen | <b>ger,</b> if any, authorized to<br>t:   | manage the Prer         | nises and act on behal       | f of Landlord  | pursuant t | o separate  |
| 317.                | NAME  |                                   |   |                         |                              | TELEBUONE      |            |             |
| 318.                | NAME TELEPHONE  3   |                                   |   |                         |                              |                |            |             |
| FIRM TELEPHONE 319. |   |                                   |   |                         |                              |                |            |             |
| ADDRESS             |   |                                   |   | CITY                    |                              | STATE          | ZIP COD    | E           |
|                     |   |                                   |   |                         |                              |                |            |             |
|                     | ı   |                                   | <initials resider<="" td=""><td>ntial Lease Agreement •</td><td>Jpdated: November 2023</td><td>Initials&gt;</td><td></td><td>&gt;&gt;<u> </u></td></initials> | ntial Lease Agreement • | Jpdated: November 2023       | Initials>      |            | >> <u> </u> |
| LAND                | ANDLORD LANDLORD Copyright © 2023 Arizona Association of REALTORS®. All rights reserved.  |                                   |   |                         |                              | mitiais/       | TENANT     | TENANT      |

| Residential | Lease Ag | reement >> |
|-------------|----------|------------|
|-------------|----------|------------|

| 320.                 | . Person authorized to receive service of process, notices, and demands is:   |                              |               |                               |                   |                       |  |  |  |
|----------------------|---|------------------------------|---------------|-------------------------------|-------------------|-----------------------|--|--|--|
| 321.                 |   |                              |               |                               |                   |                       |  |  |  |
| 322.                 | NAME / LANDLORD'S NAME  |                              |               |                               |                   |                       |  |  |  |
| 322.                 | PROPERTY MANAGER / AUTHORIZED REPRESI   | ENTATIVE                     |               |                               | TELEPHONE         |                       |  |  |  |
| 323.                 |   |                              |               |                               |                   |                       |  |  |  |
|                      | ADDRESS   |                              | CITY          |                               | STATE             | ZIP CODE              |  |  |  |
| 325.<br>326.         | Landlord Acknowledgment: Landlord terms and conditions contained herein. Landlord has received a signed copy of the Broker involved in this Lease Agreement | Landlord acc<br>his Lease Ag | cepts and ag  | rees to be bound by the terms | and conditions of | this Lease Agreement. |  |  |  |
|                      | LANDLORD ACKNOWLEDGES THAT LANDLORD HAS PROVIDED THE REQUIRED INFORMATION ON RESIDENTIAL RENTAL PROPERTY TO THE APPLICABLE COUNTY ASSESSOR.                 |                              |               |                               |                   |                       |  |  |  |
| 330.<br>331.<br>332. | and the Counter Offer, the provisions of the Counter Offer shall be controlling. (Note: If this box is checked, Landlord should                             |                              |               |                               |                   |                       |  |  |  |
| 333.                 | ^ SIGNATURE OF LANDLORD OR PROPERTY M   | MANAGER (IF A                | AUTHORIZED)   |                               |                   | MO/DA/YR              |  |  |  |
| 334.                 | PRINT LANDLORD NAME   |                              |               |                               |                   |                       |  |  |  |
| 335.                 | ^ SIGNATURE OF LANDLORD OR PROPERTY N   | MANAGER (IF A                | AUTHORIZED)   |                               |                   | MO/DA/YR              |  |  |  |
| 336.                 | PRINT LANDLORD NAME   |                              |               |                               |                   |                       |  |  |  |
| 337.                 | PRINT PROPERTY MANAGER NAME   |                              |               |                               |                   |                       |  |  |  |
| 338.                 | ADDRESS   |                              |               | ADDRESS                       |                   |                       |  |  |  |
| 339.                 |   |                              |               |                               |                   |                       |  |  |  |
|                      | CITY STATE ZIP CODE   |                              |               | CITY                          | STATE             | ZIP CODE              |  |  |  |
| 340.                 | ☐ OFFER REJECTED BY LANDLORD OR PROPERTY MANAGER (IF AUTHORIZED):   |                              |               |                               |                   |                       |  |  |  |
|                      | MONTH   | DAY                          | _ ,<br>YEAR   | (LANDLORD'S INITIALS)         |                   |                       |  |  |  |
|                      | For Broker Use Only:  Brokerage File/Log No Manager's Initials _  |                              |               | Broker's Initials             | Da                | ate                   |  |  |  |
|                      |   | Residential Lea              | ase Agreement | Updated: November 2023        |                   |                       |  |  |  |

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