

Date of Lease Contract: \_\_\_\_\_  
 (when the Lease Contract is filled out)

*This is a binding document. Read carefully before signing.*

**Moving In — General Information**

**1. PARTIES.** This Lease Contract (sometimes referred to as the "lease") is between *you*, the resident(s) (list all people signing the Lease Contract):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

and *us*, the owner: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(name of apartment community or title holder). You've agreed to rent Apartment No. \_\_\_\_\_ at \_\_\_\_\_

(street address) in \_\_\_\_\_ (city), Arizona, \_\_\_\_\_ (zip code) (the "apartment" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

**2. OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than \_\_\_\_\_ consecutive days without our prior written consent, and no more than twice that many days in any one month. *If the previous space isn't filled in, two days per month is the limit.*

**3. LEASE TERM.** The initial term of the Lease Contract begins on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ends at 11:59 pm the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Renewal.** This Lease Contract will automatically renew month-to-month unless either party gives at least \_\_\_\_\_ days written notice of termination or intent to move-out as required by paragraph 44 (Move-Out Notice). If the number of days isn't filled in, at least 30 days notice is required.

**4. SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ \_\_\_\_\_ refundable deposit and \$ \_\_\_\_\_ non-refundable deposit, due on or before the date this Lease Contract is signed. The above non-refundable security deposit is for the following purposes:

\_\_\_\_\_  
 \_\_\_\_\_

All of the above deposits together do not exceed one and one-half times the monthly rent. See paragraphs 48 (Security Deposit

Deductions and Other Charges) and 49 (Deposit Return, Surrender and Abandonment) for security deposit return information.

During the term of this Lease Contract Management may use Resident's refundable security deposit in accordance with any applicable provisions of the property management agreement. At the conclusion of the tenancy Resident's security deposit shall be refunded to Resident consistent with Arizona law.

The Security Deposit is held by the property owner. However, in the event you vacate your apartment, all Security Deposit refunds will be processed by Management on behalf of the property owner in accordance with the terms of your lease and applicable law.

**5. KEYS.** You will be provided \_\_\_\_\_ apartment key(s), \_\_\_\_\_ mailbox key(s), \_\_\_\_\_ FOB(s), and/or \_\_\_\_\_ other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

**6. RENT AND CHARGES.** Unless modified by addenda, your base rent will be \$ \_\_\_\_\_ per month ("base rent"). Your base rent and other monthly charges identified in "Description of Rent Elements" below are referred to as "rent" throughout the remainder of this Lease Contract and are payable in advance and without demand:

- at the on-site manager's office, or
- at our online payment site, or
- at \_\_\_\_\_

**DESCRIPTION OF RENT ELEMENTS:**

Monthly Stated Base Rent	\$ _____
Monthly Discount/Concession (represents a reduction in Monthly Base Rent)	\$ _____
Rental Tax	\$ _____
Animal Rent (includes applicable tax)	\$ _____
Garage/Carport Rent (includes applicable tax)	\$ _____
Storage Unit Rent (includes applicable tax)	\$ _____
Parking Space Rent (includes applicable tax)	\$ _____
Additional Rent (Other)	
• _____	\$ _____
• _____	\$ _____
• _____	\$ _____

**TOTAL RENT DUE AND PAYABLE MONTHLY:** \$ \_\_\_\_\_

Prorated rent of \$ \_\_\_\_\_ is due for the remainder of [check one]:  1st month or  2nd month, on \_\_\_\_\_, \_\_\_\_\_.

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks to ACH for the purposes of collecting payment. Rent is not considered accepted if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the \_\_\_\_\_ day of the month, you'll pay a late charge. Your late charge will be (check one):  a flat rate of \$ \_\_\_\_\_ or  \_\_\_\_\_% of your total monthly rent payment to be charged on the \_\_\_\_\_ day thereafter that rent and other charges under this lease are unpaid. You'll also pay a charge of \$ \_\_\_\_\_ for each returned check or rejected electronic payment, plus a late charge. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. Resident is responsible for all rental taxes, and will pay any increases in all rental taxes upon 30 days written notice from landlord.

If a municipality that levies a transaction privilege tax on residential rent changes the percentage of that tax, then we, upon thirty days'

written notice to you, may adjust the amount of rent due to equal the difference caused by the new percentage amount of the tax. The adjustment to rent shall not occur before the date upon which the new tax is effective. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

**REPLACEMENT COSTS**

(If not paid immediately, these charges shall be due and payable with the next monthly rent):

Replacement Access Fob	\$ _____
Replacement Remote	\$ _____
Replacement Keys	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____

7. **UTILITIES.** We'll pay for the following items, if checked:
- water       gas       electricity       master antenna  
 wastewater       trash       cable TV  
 other \_\_\_\_\_

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected for any reason—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-powered lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. If you fail to transfer all utilities for which you are responsible under this Lease Contract into your name, we may give you 10 days notice of default as described in the "Other Default" section in Paragraph 32 (Default by Resident), and if you have failed to transfer the utilities into your name at the end of that 10-day period, we may disconnect utilities without further notice to you.

8. **INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all Tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We  require  do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

If renter's insurance is required, you shall maintain at all times during the Term of this Lease, at your sole expense, a renter's insurance policy, or its equivalent, issued by a licensed insurance company in a minimum policy coverage amount of \$ \_\_\_\_\_, and you shall provide us with proof of such insurance to our satisfaction.

If no box is checked, renter's insurance is not required.

Additionally, you are [check one]  required to purchase personal liability insurance  not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, may be an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

You acknowledge that no portion of the rent paid by you under this agreement will be applied to the owner's structural fire insurance and that you are in no way a co-insured under any such policy, and that, in order to reduce the cost of insurance, the Owner has chosen to purchase fire and extended coverage insurance for the property for which the above rental agreement applies, with a deductible in the amount of \$ \_\_\_\_\_. If you or any member of your household, guest or invitee causes damages to the premises in an amount that is less than the amount of this insurance deductible, you agree to indemnify and reimburse the Owner for the amount of such damages, and that you may be liable for costs in excess of the deductible under any subrogation clause of the said policy. It is recommended that you secure insurance to protect your interest in the event of such a loss.

9. **LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

**Payment for Rekeying, Repairs, Etc.** You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

**Special Provisions and "What If" Clauses**

10. **SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

See any additional special provisions.

11. **REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from you or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

12. **PROPERTY LEFT IN APARTMENT.**

**Removal after Surrender.** Upon termination of your tenancy, you agree to return all keys and physically vacate the apartment and remove all of your personal property. If you fail to remove your personal property at the time you return possession to the landlord and return all keys, we may throw away, give away, or otherwise dispose of any personal property left in the apartment unless an agreement in writing is otherwise negotiated.

**Removal after Abandonment, Judicial Eviction or Other Means.** When we retake possession of your unit, whether following abandonment, judicial eviction, or any other method other than your voluntary surrender of the apartment unit, we may store any personal possessions you've left in the abandoned unit. We will notify you of the location of your stored property by certified mail, return receipt requested to your last known address and to any other known addresses.

We will store your personal property for 14 calendar days after our notification to you of your abandonment. After this time, we may sell the property, retain the proceeds, and apply them towards the outstanding delinquencies. We will mail you any excess proceeds to your last known address. However, if we determine that the value of the property is less than it would cost to store and move said personal property, we may throw away, give away to charity, or otherwise dispose of some or all of the property. Any animal that is left in the apartment may be transported, at our discretion, to a shelter or boarding facility. In such an event, we will maintain records of the name and location of the facility to which the animal was removed. In addition, we may dispose of perishable items or those items that are either contaminated or a biohazard as we deem fit.

If you request access to your personal property and offer to pay for the storage and/or removal costs in writing, we will provide access to your personal property within five days of receipt of your offer and upon delivery of the payment of those costs.

**13. FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We also may end your right of occupancy and recover damages, future rent, attorney's fees, court costs, and other lawful charges. Our rights and remedies under paragraph 32 (Default by Resident) apply to acceleration under this paragraph.

**14. RENT INCREASES AND LEASE CONTRACT CHANGES.**

No rent increases or Lease Contract changes, except as allowed by the terms of paragraph 6 (Rent and Charges) and elsewhere in this Lease Contract, are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 18 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 44 (Move-Out Notice).

**15. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay, you may terminate or exercise other remedies up to the date when the apartment is ready for occupancy, but not later, by the following methods: (1) You may terminate the Lease Contract upon 5 days advanced written notice; OR (2) You may maintain an action for possession of the dwelling in accordance with state law.

**16. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT.**

Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

### While You're Living in the Apartment

**17. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

**18. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, upon 30 days written notice, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

**Amenities.** Amenities and their use are not guaranteed and may be closed, temporarily or permanently, at the sole and absolute discretion of the owner based on the business needs of the community or in response to any of the categories listed in Paragraph 41 (Force Majeure), without notice, obligation or recompense of any nature to Resident.

**19. LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited--except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to

show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

**20. PROHIBITED CONDUCT.** You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

**21. PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

**22. RELEASE OF RESIDENT.** Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 15 (Delay of Occupancy), 31 (Responsibilities of Owner), or 44 (Move-Out Notice), you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

**23. MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

**24. RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

**Smoke Detectors and Carbon Monoxide Detectors.** We'll furnish smoke detectors and carbon monoxide detectors only if required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, and pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke-detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you damage or disable the smoke detector or carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us under state statute for \$100 plus one month's rent, actual damages, and attorney's fees. If you disable or damage the smoke detector or the carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

**Casualty Loss.** We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

**25. CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise

alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

**26. REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

**27. ANIMALS.** Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 28 (When We May Enter). We may keep or kennel the

animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

**28. WHEN WE MAY ENTER.** Except in case of emergency or when it is impractical to do so, landlord will give at least 2-day advance written notice of any entry into an apartment. This notice may be hand delivered to someone in the apartment, or may be sent certified or registered mail. If notice is sent by mail, it is deemed received 5 days after mailing or the day the person receives the mail, whichever occurs first. Notice to us of a service or maintenance request automatically grants us the authority to enter the apartment at all reasonable times for the purpose of that request. We have the right to enter in case of emergencies and, subject to notice requirements, in cases where entry is for: responding to our request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector batteries or carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing

health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

**29. JOINT AND SEVERAL RESPONSIBILITY.** Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of tenancy termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 49 (Deposit Return, Surrender and Abandonment).

## Replacements

**30. REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (1) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
- (2) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

## Responsibilities of Owner and Resident

**31. RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 25 (Conditions of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may terminate your tenancy and exercise other remedies under state statute only as follows:

- (a) You must make a written request for repair or remedy of the condition. Your request must involve a material breach of the Lease Contract, and it must include a description of all needed repairs or actions;
- (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities; and
- (c) if repairs involving a material noncompliance have not been completed within 10 days, or within 5 days if the repairs materially affect your health and safety, you may terminate your tenancy and exercise other statutory remedies.

**32. DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or

occupant engages in any of the prohibited conduct described in paragraph 20 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

**Lease Renewal When A Breach or Default Has Occurred.** In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

**Eviction. Failure to Maintain Unit.** If you default in your obligations to maintain the apartment unit and that default materially affects the health and safety of you or other residents, we may give you 5 days written notice of tenancy termination, and will in that notice describe your acts or omissions that constitute the breach of the Lease Contract. If you cure these breaches within the 5-day deadline, your tenancy will not terminate. Otherwise, we may file for eviction immediately. If there are further incidences of similar types of breaches for which you have been given previous notice, we may file for eviction 10 days after written notification to you of an additional noncompliance of the same or similar nature as the previous noncompliance.

**Irreparable Default.** If your default is material and irreparable, including but not limited to discharging a weapon, homicide, prostitution, criminal street gang activity, or other statutorily proscribed violations, we may deliver you written notice of immediate tenancy termination and file for eviction immediately.

**Nonpayment of Rent.** If you default for nonpayment of rent, and fail to bring rent current within 5 days after we deliver written notice to you of our intent to terminate your tenancy if rent is not paid within that time, we may terminate your tenancy by filing an eviction action. Accepting money at any time does not waive our right to damages, past or future rent, or other sums owed under the Lease Contract, and accepting partial payment of rent does not

waive our right to continue with eviction proceedings. We are not required to accept partial payment, but if we do so, you agree to sign a waiver agreement in which you agree to make scheduled payments and agree that we have waived none of our enforcement rights by accepting partial payment.

**Other Default.** If you otherwise default in a manner not described above in this eviction subsection, we may deliver written notice to you that your tenancy will terminate not sooner than 10 days after the receipt of our notice if your breach is not remedied within 10 days. If you fail to cure the breaches outlined in our notice within this 10-day period, we may file for eviction immediately.

**Acceleration.** All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; and (2) you've not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If holdover occurs, then (1) we may immediately file suit for possession; (2) you will be liable for 2 month's rent or

twice our actual damages, whichever is greater; and (3) at our option, we may extend the lease term—for up to 1 month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to holdover.

**Other Remedies.** We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including tenancy termination and lockout under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

**Remedies Cumulative.** Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

**Mitigation of Damages.** If you move out early, you'll be subject to all other remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

## General Clauses

**33. ENTIRE AGREEMENT.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

**34. NO AUTHORITY TO AMEND UNLESS IN WRITING.**

Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

**35. NO WAIVER.** No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

**36. NOTICE.** Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo or letter that was given. All notices must be signed.

**37. MISCELLANEOUS.**

- A. Exercising one remedy won't constitute an election or waiver of other remedies.
- B. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
- C. All remedies are cumulative.
- D. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- E. This Lease Contract binds subsequent owners.
- F. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- G. All provisions regarding our non-liability and nonduty apply to our employees, agents, and management companies.
- H. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- I. All lease obligations must be performed in the county where the apartment is located.
- J. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

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

**39. CONTACTING YOU.** By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

**40. OBLIGATION TO VACATE.** If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

**41. FORCE MAJEURE.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

**42. PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 12 (Property Left in Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

**43. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

## When Moving Out

**44. MOVE-OUT NOTICE.** Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Term). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early under paragraph 22 (Release of Resident) except if you are able to terminate your tenancy under the statutory rights explained under paragraph 22 (Release of Resident), or any other applicable laws. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term), even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract and state law.

**45. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in acceleration of future rent under paragraph 32 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must abandon the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

**46. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

**47. MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting. You may be present at move-out inspection if you notify us in advance in writing of your request.

**48. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries or carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or

have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; packing, removing, or storing property removed or stored under paragraph 12 (Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 27 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date; and (2) accelerated rent if you have violated paragraph 32 (Default by Resident).

### 49. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

**Deposit Return and Forwarding Address.** You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 14 business days after the termination of your tenancy, surrender or abandonment, and return of possession and demand by you. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law.

**Surrender.** You have *surrendered* the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid—whichever date occurs first. An apartment is also "surrendered" 10 days after the death of a sole resident.

**Abandonment.** Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment in accordance with state law. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 12 - Property Left in Apartment), but do not affect our mitigation obligations (paragraph 32 - Default by Resident).

Once these conditions precedent occur, we may retake the apartment pursuant to A.R.S. § 33-1370 by (1) mailing to you a notice of abandonment via certified U.S. mail with return receipt requested to the apartment and to any other known address, (2) posting the notice of abandonment upon the front door of the apartment for a five day period, and (3) entering the apartment at the end of the five-day period.

## Severability, Originals and Attachments, and Signatures

**50. SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

**51. ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations.

A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

**You are legally bound by this document.  
Read it carefully before signing.**

**Resident or Residents**  
*(all sign below)*

**Date Signed**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Owner or Owner's Representative**  
*(signing on behalf of owner)*

**Date Signed**

_____	_____
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Address and phone number of owner's representative for notice and service of process purposes

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Name of property manager

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Name and address of locator service *(if applicable)*

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A copy of the Arizona Residential Landlord and Tenant Act is available through the Arizona Department of Housing. It can be found online at <https://housing.az.gov/general-public/landlord-and-tenant-act>

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2)

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**SAMPLE FORM**  
**NOT A VALID FORM**





*This is a binding document. Read carefully before signing.*

## General Lease Provisions

**1. PARTIES.** This Lease Contract is between *you*, the resident:

\_\_\_\_\_

\_\_\_\_\_

and *us*, the owner:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(name of apartment community or title holder).

**2. APARTMENT.** You are renting:

- Apartment Number \_\_\_\_\_,
- Bedroom Number \_\_\_\_\_, or
- Floor Plan \_\_\_\_\_

at \_\_\_\_\_

(street address) in \_\_\_\_\_ (city), Arizona, \_\_\_\_\_ (zip code) for use as a private residence only.

When this lease is signed, all fees are paid and any guarantor paperwork is received, we will set aside a bedroom from our inventory for you. We will notify you of your bedroom assignment prior to move-in if not noted above.

**2.1. Use and Occupancy.** Your access may include exclusive areas, shared common space in the unit, and common areas in the property.

We may assign another person to share a bedroom with you. If the apartment has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom. We do not make any representations about the identity, background or suitability of any other resident, and we are under no obligation to perform any resident screening of any kind, including credit, prior resident history or criminal background. Any disputes that arise are your responsibility to resolve directly in a reasonable manner that complies with this Lease. Disputes are not grounds to terminate this Lease. You have a non-exclusive right to use other areas in the unit, including the kitchen, living area, patios/balconies and other shared spaces. Both you and other residents have equal rights to use the space and amenities in the unit common area. It is a violation of this Lease to use any spaces not assigned to you, and we have the right to assign a roommate to any vacancy at any time with or without notice.

**2.2. Access Devices.** In accordance with our policies, you'll receive access devices for your apartment and mailbox, and other access devices including:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3. TERM.** The term of the Lease Contract begins on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), and ends at noon the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year). **This Lease does not automatically renew.**

**3.1. Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then:

- (A) we may immediately file suit for possession;
- (B) you will be liable for 2 month's rent or twice our actual damages, whichever is greater; **and**
- (C) at our option, we may extend the lease term—for up to 1 month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to holdover.

**4. RENT AND CHARGES.** Your rent for the term is \$ \_\_\_\_\_. Under this Lease and in accordance with our policies, your total amount due is payable in advance and without demand in \_\_\_\_\_ installments of \$ \_\_\_\_\_ each. This amount may include or exclude other fees and charges as outlined in your lease package.

The first installment is due on or before the 1st of the month in which this Lease begins. All other payments must be made by the 1st of the month in which they are due, with no grace period. This amount is owed by you and is not the total rent owed by all residents.

If you don't pay the first installment by the date above, the total rent for the Lease term may be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies and duties under Par. 9 (Early Move-Out; Reletting Charges) and 25 (Default by Resident) apply to acceleration under this paragraph. **You must pay your installments on or before the 1st day of the month in which they are due. There is no grace period, and you agree that not paying by the 1st of the month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. Your obligation to pay rent does not change if there is a reduction of amenity access or other services performed by us.** If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease.

**4.1. Description of Rent Elements.**

Monthly Stated Base Rent	\$ _____
Monthly Discount/Concession (represents a reduction in Monthly Base Rent)	\$ _____
Rental Tax	\$ _____
Animal Rent (includes applicable tax)	\$ _____
Garage/Carport Rent (includes applicable tax)	\$ _____
Storage Unit Rent (includes applicable tax)	\$ _____
Parking Space Rent (includes applicable tax)	\$ _____
Additional Rent (Other)	
• _____	\$ _____
• _____	\$ _____
• _____	\$ _____

**Total Rent Due and Payable Monthly:** \$ \_\_\_\_\_

Your base rent and other monthly charges identified in "Description of Rent Elements" above are referred to as "rent" throughout the remainder of this Lease Contract.

Resident is responsible for all rental taxes, and will pay any increases in all rental taxes upon 30 days written notice from landlord.

If a municipality that levies a transaction privilege tax on residential rent changes the percentage of that tax, then we, upon thirty (30) days' written notice to you, may adjust the amount of rent due to equal the difference caused by the new percentage amount of the tax. The adjustment to rent shall not occur before the date upon which the new tax is effective. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

**4.2 Payments.** You will pay your rent:

- at the onsite manager's office
- through our online payment site
- at \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. Rent and late fees are due without demand, and all other sums are due upon our demand.

**4.3. Application of Money Received.** When we receive money, other than utility payments subject to government regulation, we may apply it at our option and without notice first to any of your unpaid obligations, then to current rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose.

**4.4. Utilities and Services.** We'll pay for the following if checked:  
 gas     wastewater     Internet     trash/recycling  
 water     electricity     cable/satellite  
 government fees     stormwater/drainage  
 other \_\_\_\_\_

Your per-person share of any submetered or allocated utilities or services for the apartment will be included as an itemized charge on a billing statement to you. "Per person" is determined by the number of residents authorized to be living in the apartment at the time of the utility billing to you by us or our agent. You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your Lease term.

**4.5. Late Charges.** If you don't pay rent in full by 11:59 p.m. on the \_\_\_\_\_ day of the month, you must pay us the following late charge immediately and without demand in addition to the unpaid rent:  \_\_\_\_\_ % of your installment amount as stated in this Lease or  \$ \_\_\_\_\_.

You'll also pay a charge of \$ \_\_\_\_\_ for each returned check or rejected electronic payment plus a late charge.

**4.6. Replacement Costs.** (If not paid immediately, these charges shall be due and payable with the next monthly rent):

Replacement Access Fob	\$ _____
Replacement Remote	\$ _____
Replacement Keys	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____

**4.7. Ad Valorem Taxes/Fees and Charges - Additional Rent.**

Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

**4.8. Lease Changes.** No rent increases or Lease changes are allowed during the Lease term, except for those allowed by special provisions, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under the provisions herein.

**5. SECURITY DEPOSIT.** Your security deposit is \$ \_\_\_\_\_, refundable deposit and \$ \_\_\_\_\_ non-refundable deposit, due on or before the date this Lease Contract is signed. Any animal deposit will be stated in an animal addendum. The security deposit will not be our limit of damages if you violate the lease contract. The above non-refundable security deposit is for the following purposes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All of the above deposits together do not exceed one and one-half times the monthly rent. See this paragraph and paragraph 28 (Surrender and Abandonment) for security deposit return information.

During the term of this Lease Contract Management may use Resident's refundable security deposit in accordance with any applicable provisions of the property management agreement. At the conclusion of the tenancy Resident's security deposit shall be refunded to Resident consistent with Arizona law.

The Security Deposit is held by the property owner. However, in the event you vacate your apartment, all Security Deposit refunds will be processed by Management on behalf of the property owner in accordance with the terms of your lease and applicable law.

**5.1. Refunds and Security Deposit Deductions.** *In accordance with our policies and as allowed by law, we may deduct from your security deposit the amount of damages beyond normal wear and tear.* We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than fourteen (14) business days after the termination of your tenancy, surrender or abandonment, and return of possession and demand by you. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector or carbon monoxide detectors batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; packing, removing, or storing property removed or stored under paragraph 28 (Surrender and Abandonment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 20 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for:

- (A) charges for replacing all keys and access devices if you fail to return them on or before your actual move-out date; **and**
- (B) accelerated rent if you have violated paragraph 25 (Default by Resident).

***We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.***

**6. GUESTS.** "Guests" include anyone entering the apartment for any reason related to your occupancy. You are responsible for the conduct of your guests, invitees, family members, and any other person whom you allow to enter the property or apartment, as if such conduct were your own. Unless otherwise stated in this Lease or in our policies, no more than 10 people may be present in the apartment at one time.

Other than residents and authorized occupants, no one else may occupy the apartment. Guests are not permitted to stay in the apartment for more than \_\_\_\_\_ consecutive days without our prior written consent. *If the previous blank isn't filled in, two (2) consecutive days will be the limit.*

**6.1. Exclusion of Persons.** We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

**7. CARE OF UNIT/COMMON AREAS AND DAMAGES.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants; or any other cause not due to our negligence or fault as allowed by law except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts:

- (A) damage to doors, windows, or screens;
- (B) damage from windows or doors left open; **and**
- (C) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.

Each resident is jointly and severally liable for all Lease Obligations relating to any shared areas and utilities (if applicable). All residents will be jointly responsible for damage to the Apartment that we do not determine (in our sole discretion) was caused by a specific Resident, and other amounts due under the Lease. In addition to other obligations outlined in this Lease, you are liable for your per-person share of animal violation charges, missing batteries from smoke or other detectors, government fines, or damages to the apartment if we cannot, in our reasonable judgment, ascertain the identity of the person who caused the damages or the charge or fee to be incurred. "Per person" is determined by the number of persons, include you and other residents, authorized to live in the apartment at the time of the damage, charge, fine or violation.

**8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury.**

**8.1. Renter's Insurance Requirement**

You are:

- required to buy and maintain renter's insurance; **or**
- not required to buy renter's insurance.

**8.2. Personal Liability Insurance Requirement**

You are:

- required to purchase and maintain personal liability insurance; **or**
- not required to buy liability insurance.

**If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences.** Renter's insurance doesn't cover losses due to a flood. We urge all residents, and particularly those residents in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

**9. EARLY MOVE-OUT; RELETING CHARGE.** You'll be liable to us for a reletting charge of \$ \_\_\_\_\_ (not to exceed 100% of the highest of your installment amount during the Lease Contract term) if you:

- (A) fail to give written move-out notice as required; or
- (B) move out without paying rent in full for the entire Lease Contract term or renewal period; or
- (C) move out at our demand because of your default; **or**
- (D) are judicially evicted.

**The reletting charge is not a cancellation fee nor a buyout fee and does not release you from your obligations under this Lease.** It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate

of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

**10. SECURITY AND SAFETY DEVICES.**

**10.1. Smoke and Carbon Monoxide Detectors.** We'll furnish smoke detectors and carbon monoxide detectors only if required by statute. We may install additional detectors not so required. We'll test them and provide working batteries when you first take possession. Upon request, we'll provide, as required by law, a smoke alarm or carbon monoxide detector capable of alerting a person with a hearing-impairment disability.

You must test the smoke detectors and the carbon monoxide detectors on a regular basis, and you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. **If you damage or disable the smoke detector or carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us for the cost of replacing or repairing the tampered device, actual damages, and attorney's fees.**

**10.2. Duty to Report.** You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. You will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

**11. DELAY OF OCCUPANCY.** We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. The Lease Contract will remain in force subject to:

- (1) abatement of rent on a daily basis during delay; **and**
- (2) your right to terminate as set forth below.

Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later. **Termination notice must be in writing.**

- (a) If we give written notice to any of you when or after the Lease begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within three (3) days of your receiving the notice, but not later.
- (b) If we give written notice before the date of the Lease begins and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within five (5) days after any of you receives written notice, but not later.

The readiness date is considered the new initial term as set forth in paragraph 3 (Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree in writing.

## Resident Life

**12. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, upon thirty (30) days written notice, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

**12.1. Photo/Video Release.** When signing this Lease, you grant us permission to use any photograph or video taken of you while you are using property common areas or participating in any event sponsored by us.

**12.2. Limitations on Conduct.** Your apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of

at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is

prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate:

- (1) the use of patios, balconies, and porches;
- (2) the conduct of furniture movers and delivery persons;  
**and**
- (3) recreational activities in common areas.

You’ll be liable to us for damage caused by you or any guests or occupants.

**12.3 Amenities.** Amenities and their use are not guaranteed and may be closed, temporarily or permanently, at the sole and absolute discretion of the owner based on the business needs of the community or in response to any of the categories listed in Paragraph 26.5 (Force Majeure), without notice, obligation or recompense of any nature to Resident.

**12.4. Notice of Convictions and Registration.** You agree to notify us if you or any occupants are convicted of (A) any felony, **or** (B) any misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

**12.5. Attendance and Enrollment.** We may, at our option, require information about your attendance and enrollment. If required by us, you must notify us prior to any extended absence from your unit that is for more than fourteen (14) days and not during a regular school break. If you are suspended or expelled by an educational institution, we have the right, but not the obligation, to terminate your Lease. Within ten (10) days of your suspension or expulsion, you must give us written notice if our policies require this information. At our request, the educational institution may give us information about your enrollment status.

**13. PROHIBITED CONDUCT.** You, your occupants or guests, or the guests of any occupants, may not engage in the following activities:

- (a) criminal conduct; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others;
- (b) behaving in a loud or obnoxious manner;
- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
- (d) disrupting our business operations;
- (e) storing anything in closets having gas appliances;
- (f) tampering with utilities or telecommunications;
- (g) bringing hazardous materials into the apartment community;
- (h) using windows for entry or exit; **or**
- (i) heating the apartment with a gas-operated cooking stove or oven.

**14. PARKING.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, scooters, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable;
- (2) is on jacks, blocks or has wheel(s) missing;
- (3) has no current license plate or no current registration and/or inspection sticker;
- (4) takes up more than one parking space;
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment;
- (6) is parked in a marked handicap space without the legally required handicap insignia;
- (7) is parked in space marked for manager, staff, or guest at the office;
- (8) blocks another vehicle from exiting;
- (9) is parked in a fire lane or designated “no parking” area;
- (10) is parked in a space marked for other resident(s) or unit(s);
- (11) is parked on the grass, sidewalk, or patio;
- (12) blocks garbage trucks from access to a dumpster; **or**
- (13) belongs to a resident and is parked in a visitor or retail parking space.

**15. RELEASE OF RESIDENT.** Unless allowed by this Lease Contract, federal or state law, you won’t be released from this Lease Contract for any reason.

**16. MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member’s Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

**17. RESIDENT SAFETY AND LOSS.** *We are not liable to you, other residents in your unit or your guests for any damage, injury or loss to person or property caused by persons, including but not limited to theft, burglary, assault, vandalism or other crimes.*

We’re not liable to you, other residents, guests, or occupants for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, or other occurrences unless such damage injury or loss unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you’ll be liable for damage to our and other’s property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

You acknowledge that we are not equipped or trained to provide personal security services to you, other residents or your guests. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that even if an alarm is provided it is a mechanical device that requires proper operation by you regarding coding and maintaining the alarm. Any charges resulting from the use of an intrusion alarm will be charged to you, including but not limited to any false alarms with police/fire/ambulance response or other required city charges.

***We do not warrant security of any kind.*** You agree that you will not rely upon any security measures taken by us for personal security, and that you will call local law enforcement authorities if any security needs arise, along with 911 or any other applicable emergency number if an emergency occurs.

**18. CONDITION OF THE PREMISES AND ALTERATIONS.**

**18.1. As-Is.** *We disclaim all implied warranties.* You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You’ll be given an Inventory and Condition form on or before move-in. You must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

**18.2. Standards and Improvements.** You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we’ll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we’ve consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we’ll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you’ll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

## 19. REQUESTS, REPAIRS, AND MALFUNCTIONS.

**19.1. Written Requests Required.** IF YOU NEED TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety such as fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you. A request for maintenance or repair by anyone residing in your bedroom or apartment constitutes a request from all residents.

**19.2. Notifications and Requirements.** You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to our policies.

**19.3. Utilities.** We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day.

**19.4. Our Right to Terminate for Casualty Loss/Property Closure.** If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. We also have the right to terminate this Lease during the Lease term by giving you at least thirty (30) days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least six (6) months, or if the property is subject to eminent domain. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. We may also remove personal property if it causes a health or safety hazard.

## 20. ANIMALS.

**20.1. No Animals Without Consent.** *Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment Community unless we've so authorized in writing.* If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. The animal addendum includes information governing animals, including assistance or service animals. We will authorize an assistance animal for a disabled person without requiring an animal deposit. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You represent that any requests you made are true, accurate and made in good faith. You must not feed stray or wild animals.

**20.2. Removal of Unauthorized Animal.** We may remove an illegal or unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; **and** (2) following the procedures of Paragraph 21 (When We May Enter). We won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

**20.3. Violations of Animal Policies and Charges.** If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease, including an initial charge of \$ \_\_\_\_\_ per animal (not to exceed \$100 per animal) and a daily charge of \$ \_\_\_\_\_ per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.

**21. WHEN WE MAY ENTER.** Except in case of emergency or when it is impractical to do so, landlord will give at least 2-day advance written notice of any entry into an apartment. This notice may be hand delivered to someone in the apartment, or may be sent certified or registered mail. If notice is sent by mail, it is deemed received five (5) days after mailing or the day the person receives the mail, whichever occurs first. Notice to us of a service or maintenance request automatically grants us the authority to enter the apartment at all reasonable times for the purpose of that request. We have the right to enter in case of emergencies and, subject to notice requirements, in cases where entry is for: responding to our request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector or carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

**22. NOTICES.** Notices and requests from you or any co-resident or occupant of the apartment constitute notice from all co-residents. Your notice of tenancy termination or intent to move out must be signed by you.

A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. You represent that you have provided your current electronic mail address to us, and that you will notify us in the event your electronic mail address changes.

**23. SUBLETTING, TRANSFERS, RELOCATION AND REPLACEMENTS.** *Prior written consent required. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing.*

**23.1. Transfers.** You must get our prior written approval for any transfer. If transfer is approved, you must:

- be in compliance with all terms of this Lease;
- execute a new Lease or other agreement for the space to which you are transferring;
- complete all required forms;
- pay a new security deposit in advance if required; **and**
- pay transfer fee of \$ \_\_\_\_\_ in advance if you are moving from one unit to another or \$ \_\_\_\_\_ in advance if you are moving from one exclusive space to another in the same unit.

Under no circumstances will we be responsible for paying for moving costs.

**23.2. Relocation.** To the extent practical in our sole judgment, we will try to honor requests for residing in a particular bedroom or apartment.

**23.3. Replacement.** If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (a) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; **and**
- (b) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

If we approve a replacement resident, then, at our option, that resident must sign a new Lease. Deposits will not transfer,

unless we agree otherwise in writing. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

**23.4. Rental Prohibited.** You agree that you won't rent or offer to rent your bedroom or all or any part of your apartment to anyone else. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging rental website or with any service that advertises dwellings for rent.

## Owner's Rights and Remedies

**24. RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (a) keep common areas reasonably clean, subject to paragraph 18 (Conditions of the Premises and Alterations) ;
- (b) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (c) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; **and**
- (d) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

**24.1. Your Remedies.** *If we violate any of the above, you may terminate your tenancy and exercise other remedies under state statute only as follows:*

- (a) you must make a written request for repair or remedy of the condition. Your request must involve a material breach of the Lease Contract, and it must include a description of all needed repair or actions;
- (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities; **and**
- (c) if repairs involving a material noncompliance have not been completed within ten (10) days, or within five (5) days if the repairs materially affect your health and safety, you may terminate your tenancy and exercise other statutory remedies.

## 25. DEFAULT BY RESIDENT.

**25.1. Acts of Default.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations:

- (A) you don't pay rent or other amounts that you owe when due;
- (B) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs;
- (C) you abandon the apartment;
- (D) you give incorrect or false answers in a rental application;
- (E) you or any occupant is arrested, convicted, or given deferred adjudication for (1) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute, or (2) any sex-related crime, including a misdemeanor;
- (F) any illegal drugs or paraphernalia are found in your apartment;
- (G) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government; **or**
- (H) you allow a co-resident who has been evicted to stay in your bedroom or the apartment.

The resident defaults contained in the Lease will be limited to conduct by you or any of your invitees, guests or occupants, or to conduct in which you and any invitee, guest, occupant or resident participated. The remedies for a default committed solely by a resident in the apartment will be limited to those that affect that resident only.

**25.2. Lease Renewal When A Breach or Default Has Occurred.**

In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, we may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

## 25.3. Eviction.

**(A) Failure to Maintain Unit.** If you default in your obligations to maintain the dwelling unit and that default materially affects the health and safety of you or other residents, we may give you five (5) days written notice of tenancy termination, and will in that notice describe your acts or omissions that constitute the breach of the Lease Contract. If you cure these breaches within the 5-day deadline, your tenancy will not terminate. Otherwise, we may file for eviction immediately. If there are further incidences of similar types of breaches for which you have been given previous notice, we may file for eviction ten (10) days after written notification to you of an additional noncompliance of the same or similar nature as the previous noncompliance.

**(B) Irreparable Default.** If your default is material and irreparable, including but not limited to discharging a weapon, homicide, prostitution, criminal street gang activity, or other statutorily proscribed violations, we may deliver you written notice of immediate tenancy termination and file for eviction immediately.

**(C) Nonpayment of Rent.** If you default for nonpayment of rent, and fail to bring rent current within five (5) days after we deliver written notice to you of our intent to terminate your tenancy if rent is not paid within that time, we may terminate your tenancy by filing an eviction action. Accepting money at any time does not waive our right to damages, past or future rent, or other sums owed under the Lease Contract, and accepting partial payment of rent does not waive our right to continue with eviction proceedings. We are not required to accept partial payment, but if we do so, you agree to sign a waiver agreement in which you agree to make scheduled payments and agree that we have waived none of our enforcement rights by accepting partial payment.

**(D) Other Default.** If you otherwise default in a manner not described above in this eviction subsection, we may deliver written notice to you that your tenancy will terminate not sooner than ten (10) days after the receipt of our notice if your breach is not remedied within ten (10) days. If you fail to cure the breaches outlined in our notice within this 10-day period, we may file for eviction immediately.

If you are evicted, you must leave the apartment and cannot live in another bedroom or anywhere else in the apartment. **In an eviction, rent is owed for the full rental period and will not be prorated.**

**25.4. Acceleration.** All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent:

- (A) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; **and**
- (B) you've not paid all rent for the entire Lease Contract term or renewal period.

Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

**25.5. Other Remedies.** We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 35 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including tenancy termination and lockout under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within ten (10) days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

**25.6. Mitigation of Damages.** If you move out early, you'll be subject to all other remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

**25.7. Default by Other Residents.** If there is a default by another resident, it may not be possible to prevent their occupancy of the apartment during legal proceedings.

## 26. OTHER IMPORTANT PROVISIONS.

### 26.1. Representatives' Authority; Waivers; Notice.

*Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.*

Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

**26.2. Entire Agreement.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

### 26.3. Miscellaneous.

- (A) Exercising one remedy won't constitute an election or waiver of other remedies.
- (B) Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
- (C) All remedies are cumulative.
- (D) No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- (E) This Lease Contract binds subsequent owners.
- (F) This Lease remains in effect if any provision or clause is invalid or if initials are omitted on any page.
- (G) All provisions regarding our non-liability and nonduty apply to our employees, agents, and management companies.
- (H) This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- (I) All lease obligations must be performed in the county where the apartment is located.
- (J) All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

**26.4. Rooming House.** In no event shall the Apartment be deemed a rooming or lodging house and, in the event any state or local agency makes any determination to the contrary, we reserve the right to terminate the Lease upon seven (7) days' notice.

**26.5. Force Majeure.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond our control, then we shall be excused from any further performance of obligations and undertakings hereunder, to the fullest extent allowed under applicable law. Your exposure to or contracting of a Virus does not excuse you from fulfilling your Lease obligations.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

## End of the Lease

**27. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in acceleration of future rent under paragraph 25 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

**27.1. Cleaning.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

**27.2. Move-Out Inspection.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting. You may be present at move-out inspection if you notify us in advance in writing of your request.

**28. SURRENDER AND ABANDONMENT.** You have *surrendered* the bedroom and the apartment when: (A) the move-out date has passed and no one is living in the apartment in our reasonable judgment; **or** (B) all bedroom and apartment keys and access devices listed herein have been turned in where rent is paid—whichever date occurs first. An apartment is also "surrendered" ten (10) days after the death of a sole resident.

**28.1. The Ending of Your Rights.** Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment in accordance with state law. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment but do not affect our mitigation obligations. Once these conditions precedent occur, we may retake the apartment pursuant to A.R.S. § 33-1370 by (1) mailing to you a notice of abandonment via certified U.S. mail with return receipt requested to the apartment and to any other known address, (2) posting the notice of abandonment upon the front door of the apartment for a five day period, and (3) entering the apartment at the end of the five-day period.

**28.2. Removal after Surrender.** Upon termination of your tenancy and its term, you agree to return all keys and physically vacate the apartment and remove all of your personal property. If you fail to remove your personal property at the time you return possession to the landlord and return all keys, we may throw away, give away, or otherwise dispose

of any personal property left in the apartment unless an agreement in writing is otherwise negotiated.

**28.3. Removal after Abandonment, Judicial Eviction or Other Means.** When we retake possession of your unit, whether following abandonment, judicial eviction, or any other method other than your voluntary surrender of the apartment unit, we may store any personal possessions you've left in the abandoned unit. We will notify you of the location of your stored property by certified mail, return receipt requested to your last known address and to any other known addresses. We will store your personal property for fourteen (14) calendar days after our notification to you of your abandonment. After this time, we may sell the property, retain the proceeds, and apply them towards the outstanding delinquencies. We will mail you any excess proceeds to your

last known address. However, if we determine that the value of the property is less than it would cost to store and move said personal property, we may throw away, give away to charity, or otherwise dispose of some or all of the property. Any animal that is left in the apartment may be transported, at our discretion, to a shelter or boarding facility. In such an event, we will maintain records of the name and location of the facility to which the animal was removed. In addition, we may dispose of perishable items or those items that are either contaminated or a biohazard as we deem fit.

If you request access to your personal property and offer to pay for the storage and/or removal costs in writing, we will provide access to your personal property within five days of receipt of your offer and upon delivery of the payment of those costs.

## General Provisions and Signatures

**29. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

**30. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

**31. CANCELLATION.** If written cancellation is received within 72 hours of the date you sign this Lease, the Lease will be voided with no penalties to you, unless we have received the first installment or you have been issued keys.

**32. SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

**33. ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

**34. DECEASED RESIDENT DESIGNEE.** Pursuant to A.R.S. § 33-1314(F), Resident may designate "the name and contact information of a person who is authorized by the resident to enter the resident's dwelling unit to retrieve and store the resident's property, including any pets residing therein, in the event of Resident's death." While the parties understand that this is an unpleasant possibility to contemplate, they agree that the need for such a designee may arise during the term of the Lease. With this in mind, Resident so designates the following individual ("Designee") for the purposes contemplated in this statute.

\_\_\_\_\_  
Designee

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-mail Address

Further pursuant to this statute:

- (1) If Designee fails to respond to Management within ten (10) days of the initial written attempt to contact Designee or declines to take possession of Resident's personal property, Management may dispose of said property in accordance with the procedures set forth at A.R.S. § 33-1370.
- (2) Before removing any of Resident's personal property, Designee must present to Management a valid government-issued identification that confirms Designee's identity.
- (3) Designee shall have twenty (20) days from the date of initial written contact by the landlord or the last date for which rent is paid, whichever is longer, to remove items from the leased premises and return keys to Management during regular business hours (9:00 A.M. to 5:00 P.M.).
- (4) Please note that by operation of law, by Management allowing the Designee to enter the property to remove personal property pursuant to this Addendum, Management has no further liability to Resident, Resident's estate, or Resident's heirs for lost, damaged, or stolen personal property items. If Resident's personal property is not entirely removed from the leased premises by Designee, Management may dispose of the property as set forth at A.R.S. § 33-1370.

**35. SPECIAL PROVISIONS.** The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed Lease form.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Before submitting a rental application or signing a Lease, you should review the documents and consult an attorney. You are legally bound by this Lease when you sign it. A facsimile or an electronic signature on this Lease is as binding as an original signature.**

**The leasing process will be completed after we review, approve and return a countersigned Lease to you. You understand a contract has been formed even if the specific apartment or bedroom is to be assigned at a later date.**

**Additional provisions or changes may be made in the Lease if agreed to in writing by the parties. This Lease is the entire agreement between you and us. You are NOT relying on any oral representations.**

**You are entitled to receive a copy of this Lease after it is fully signed.**

**Keep it in a safe place.**

Resident *(sign below)*

Date Signed \_\_\_\_\_

Owner or Owner's Representative *(signing on behalf of owner)*

Date Signed \_\_\_\_\_



Address and phone number of owner's representative for notice and service of process purposes

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of property manager

\_\_\_\_\_

Name and address of locator service (if applicable)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

After-hour phone number \_\_\_\_\_

(Always call 911 for police, fire, or medical emergencies.)

**A copy of the Arizona Residential Landlord and Tenant Act is available through the Arizona Department of Housing. It can be found online at <https://housing.az.gov/general-public/landlord-and-tenant-act>**

SPECIAL PROVISIONS (CONTINUED FROM PAGE 8) \_\_\_\_\_

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SAMPLE FORM  
NOT A VALID FORM



# FIVE (5) DAY NOTICE (CARES ACT COVERED PROPERTY)

Notice of Rejection of Partial Payment and Intent to Terminate Lease for Non-Payment of Rent (A.R.S. §§33-1371 and 33-1368(B))

DATE: \_\_\_\_\_

TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and all other occupants

(Street Address and Unit Number)

(City, Arizona, Zip Code)

FROM:

(Agent for \_\_\_\_\_ )

(Street Address)

(City, Arizona, Zip Code)

(Telephone Number)

NOTICE IS HEREBY PROVIDED that the tender of partial rent you made on \_\_\_\_\_, in the amount of \$ \_\_\_\_\_, is rejected pursuant to A.R.S. § 33-1371 by your landlord as insufficient to pay all amounts due and outstanding on your account.

NOTICE IS FURTHER PROVIDED, pursuant to A.R.S. § 33-1368(B), that your landlord has determined that you are in default of your obligations under and in material breach of your lease contract due to your failure to pay the rent and other obligations that have become due for your possession of the leased premises, as follows:

RENT:	\$ _____
LATE FEES*:	\$ _____
PREVIOUS BALANCE OR CREDIT:	\$ _____
UTILITIES:	\$ _____
N.S.F. FEE:	\$ _____
NOTICE PREPARATION/SERVICE FEE	\$ _____
OTHER CHARGES ( _____ )	\$ _____
<b>TOTAL DUE:</b>	<b>\$ _____</b>

\*LATE FEES CONTINUE TO ACCRUE AT \$ \_\_\_\_\_ PER DAY.

DEMAND IS HEREBY MADE that you cure this default and breach within five (5) calendar days or vacate the premises no later than **THIRTY (30) DAYS OF YOUR RECEIPT OF THIS NOTICE.**

NOTICE IS FURTHER PROVIDED that if you fail to cure the above-described breach within the above-referenced period, your landlord will terminate your right to continued possession of the leased premises without further noticed action. Moreover, your landlord may then commence a lawsuit in special detainer pursuant to A.R.S. § 33-1377 and Rule 5, Rules of Procedure for Eviction Actions to recover possession of the leased premises and obtain an award of applicable monetary damages including, but not limited to, taxable (court) costs, reasonable attorneys' fees, and, if applicable, outstanding and unpaid rents and forfeited concessions/lease inducements. You are also notified that the surrender of possession of the leased premises will not release you from your lease contract or, potentially, a pending eviction action.

NOTICE IS FURTHER PROVIDED that your landlord conveys the following special instructions regarding this correspondence and the above-referenced material breach:

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**HAND-DELIVERED**

Hand-delivered to an above-named individual or to a person of reasonable age and discretion residing within the leased premises.

DATE: \_\_\_\_\_ RECIPIENT: \_\_\_\_\_

**CERTIFIED/REGISTERED MAIL**

Mailed, via certified or registered U.S. Mail, to the above-named individual(s) at the leased premises.

DATE: \_\_\_\_\_ SENDER: \_\_\_\_\_

\_\_\_\_\_  
(Name of Agent)

\_\_\_\_\_  
(Title)  
(Agent for )

SAMPLE FORM  
NOT A VALID FORM

**ADDENDUM PROHIBITING  
SHORT-TERM SUBLETTING OR RENTAL**

**1. APARTMENT UNIT DESCRIPTION.**

Apt. No. \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
\_\_\_\_\_ (city), Arizona, \_\_\_\_\_  
\_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. SHORT TERM SUBLEASE OR RENTING PROHIBITED.**

Without limiting the prohibition in the Lease on subletting and assignment and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting or renting to any third party, or allowing occupancy by any third party, of all or any portion of the apartment, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites.

**4. PROHIBITION ON LISTING OR ADVERTISING APARTMENT ON OVERNIGHT SUBLETTING OR RENTING WEBSITES.**

You agree not to list or advertise the apartment as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the apartment on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.

**5. VIOLATION OF LEASE AGREEMENT.**

Your Lease Contract allows for use of your apartment as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your apartment unless expressly permitted by law. Separately, your Lease Contract prohibits subletting or occupancy by others of the apartment for any period of

time without our prior written consent. Permitting your apartment to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

**6. REMEDY FOR VIOLATION.**

Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.

**7. RESIDENT LIABILITY.**

You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your apartment in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.

**8. SEVERABILITY.**

If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

**9. SPECIAL PROVISIONS.**

The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_  
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**Resident or Residents**  
(All residents must sign)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**  
(signs below)

\_\_\_\_\_

**Date of Signing Addendum**

\_\_\_\_\_

**APARTMENT UNIT DESCRIPTION.** Apt. No. \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_ (street address) in \_\_\_\_\_  
\_\_\_\_\_ (city), Arizona, \_\_\_\_\_ (zip code).

**LEASE CONTRACT DESCRIPTION.** Lease Contract date: \_\_\_\_\_

Owner's Name: \_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOT A VALID FORM

**Resident(s)**  
(All residents must sign)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date of Signing Addendum**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**

\_\_\_\_\_

**Date of Signing Addendum**

\_\_\_\_\_

**LEASE CONTRACT ADDENDUM FOR UNITS  
PARTICIPATING IN GOVERNMENT REGULATED  
AFFORDABLE HOUSING PROGRAMS**

**1. APARTMENT UNIT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
 \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_  
 (city) Arizona, \_\_\_\_\_,  
 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Rental Agreement, this Addendum shall control.

**3. PARTICIPATION IN GOVERNMENT PROGRAM.** We, as the owner of the apartment you are renting, are participating in a government regulated affordable housing program. This program requires both you and us to verify certain information and to agree to certain provisions contained in this addendum.

**4. ACCURATE INFORMATION IN APPLICATION.** By signing this addendum, you are certifying that the information provided in the Rental Application or any Supplemental Rental Application regarding your household annual income is true and accurate.

**5. FUTURE REQUEST FOR INFORMATION.** By signing this addendum, you agree that the annual income and other eligibility requirements for participation in this government regulated affordable housing program are substantial and material obligations under the Lease Contract. Within seven days after our request, you agree to comply with our requests for information regarding annual income and eligibility, including requests by the owner and the appropriate

government monitoring agency. These requests to you may be made to you now and any time during the Lease Contract term or renewal period.

**6. INACCURATE INFORMATION AS GROUNDS FOR EVICTION.** If you refuse to answer or if you do not provide accurate information in response to those requests, it will be considered a substantial violation of the Lease Contract and you can be evicted. It makes no difference whether the inaccuracy of the information you furnished was intentional or unintentional.

**7. NO LIEN FOR UNPAID SUMS.** We shall not have a lien on your property for unpaid rent or other sums, except that we will have a lien to cover packing, removal, and storage charges for property left in the apartment after you move out. This paragraph overrides any contrary provisions contained in the Lease Contract.

**8. STUDENT STATUS.** By signing this addendum, you agree to notify the owner, in writing, if there are any changes in the student status of any residents (including replacement residents) occupying the unit.

**9. ELIMINATION OF JURY WAIVER.** Any provision in the Lease Contract that waives a trial by jury is hereby deleted and unenforceable.

**10. CONFLICT WITH GOVERNING LAW.** To the extent that any part of your Lease Contract or this addendum conflicts with applicable federal, state, or local laws or regulations, the law or regulation overrides that portion of your Lease Contract or this addendum.

**11. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Resident(s)**

**Date of Signing Addendum**

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**Owner's Representative**

**Date of Signing Addendum**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_  
(when this Addendum is filled out)

**Please note: We consider animals a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other residents.**

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

**1. APARTMENT UNIT DESCRIPTION.**

Unit No. \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Arizona, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Residents (list all residents):  
\_\_\_\_\_  
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This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control. The Lease Contract is referred to in this Addendum as the "Lease Contract."

**3. A.  NO APPROVED ANIMALS.** If this box is checked, you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere in the apartment or apartment community unless we've authorized so in writing. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.

In the event you or anyone occupying the apartment permits an animal to reside therein, you shall be responsible for an unauthorized pet fee in the amount of \$ \_\_\_\_\_ (hereinafter "Unauthorized Pet Fee"). The Unauthorized Pet Fee shall become due and owing immediately as additional rent and subject to all provisions in the Lease Contract concerning rent and the payment of same.

**B.  CONDITIONAL AUTHORIZATION FOR ANIMAL.** If this box is checked, you may keep the animal that is described below in the apartment until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

**4. ANIMAL DEPOSIT.** An animal deposit of \$ \_\_\_\_\_ will be charged. We [check one]  will consider, or  will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract [check one]  does, or  does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit. It is not our policy to charge an animal deposit for a support animal.

**5. ADDITIONAL MONTHLY ANIMAL RENT.** Your total monthly animal rent will be \$ \_\_\_\_\_ (includes applicable tax). The monthly animal rent is due on the 1st day of each month with no grace period. The monthly animal rent amount is included in the Description of Rent Elements subsection of the Rent and Charges paragraph of the Lease Contract. In the event the Description of Rent Elements is missing the total monthly rent authorized by this Addendum, the fees in this Addendum shall be incorporated by reference into the Description of Rent Elements set forth in the Rent and Charges paragraph of the Lease Contract. It is not our policy to charge animal rent for a support animal.

**6. ADDITIONAL FEE.** You must also pay a one-time fee of \$ \_\_\_\_\_ for having the animal in the apartment unit. It is not our policy to charge a fee for a support animal.

**7. LIABILITY NOT LIMITED.** The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

**8. DESCRIPTION OF ANIMAL(S).** You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the apartment or apartment community.

Animal's name: \_\_\_\_\_  
Type: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
Weight: \_\_\_\_\_ Age: \_\_\_\_\_  
City of license: \_\_\_\_\_  
License no.: \_\_\_\_\_  
Date of last rabies shot: \_\_\_\_\_  
Housebroken? \_\_\_\_\_  
Animal owner's name: \_\_\_\_\_  
\_\_\_\_\_

Animal's name: \_\_\_\_\_  
Type: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
Weight: \_\_\_\_\_ Age: \_\_\_\_\_  
City of license: \_\_\_\_\_  
License no.: \_\_\_\_\_  
Date of last rabies shot: \_\_\_\_\_  
Housebroken? \_\_\_\_\_  
Animal owner's name: \_\_\_\_\_  
\_\_\_\_\_

**9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**10. EMERGENCY.** In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**11. ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the apartment.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: \_\_\_\_\_  
\_\_\_\_\_
- Outside, the animal may urinate or defecate *only* in these designated areas: \_\_\_\_\_  
\_\_\_\_\_
- Animals may not be tied to any fixed object anywhere outside the apartment units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other apartment units.
- Your animal must be fed and watered inside the apartment unit. Don't leave animal food or water outside the apartment unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the apartment or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your apartment unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the apartment unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

**12. ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

**13. VIOLATION OF RULES.** If you, your guest, or any occupant violates any rule or provision of this Animal Addendum

(based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.

**14. COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

**15. OUR REMOVAL OF ANIMAL.** In some circumstances, we may enter the apartment unit and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:

- abandoned the animal;
- left the animal in the apartment unit for an extended period of time without food or water;
- failed to care for a sick animal;
- violated our animal rules; or
- let the animal defecate or urinate where it's not supposed to.

In doing this, we must follow the procedures of the Lease Contract, and we may board the animal or turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned.

**16. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the apartment unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

**17. MOVE-OUT.** When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

**18. JOINT AND SEVERAL RESPONSIBILITY.** Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

**19. GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

**This is a binding legal document. Read it carefully before signing.**

**Resident or Residents**  
(All resident's must sign)

**Owner or Owner's Representative**  
(Signs below)

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**1. DWELLING UNIT DESCRIPTION.**

Unit No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Arizona, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):  
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**3. ARBITRATION CLAUSE.** We agree that any and all claims between us and/or arising from or relating to this Lease Contract shall be subject to binding arbitration under the Federal Arbitration Act ("FAA"). This includes claims based on contract, tort, equity, statute, or otherwise, as well as claims regarding the scope and enforceability of this provision. This includes all claims by or against You, other Residents, Owner, and Owner's Agents. However, at the election of any party, a court of competent jurisdiction may adjudicate small claims, any request for injunctive relief, and/or any claims for eviction or recovery of possession of the premises, but all other claims will be decided by arbitration under this Lease Contract.

A single Arbitrator shall preside over any arbitration under this Lease Contract and shall render a final, binding decision.

You may choose the American Arbitration Association ("AAA"), JAMS, or other similar arbitration service provider acceptable to us to administer the arbitration. Consistent with the FAA, the Arbitrator shall determine the relevant AAA, JAMS, or other arbitration rules. For AAA and JAMS, these rules can be found at [www.adr.org](http://www.adr.org) and [www.jamsadr.com](http://www.jamsadr.com).

Unless otherwise agreed by the parties, the arbitration shall take place in the county where the relevant Apartment Community is located.

Each party to the arbitration shall pay his, her, or its own costs of arbitration. If you cannot afford your arbitration costs, you may apply for a waiver under the relevant rules.

**4. CLASS ACTION WAIVER.** The parties waive any right to bring representative claims on behalf of a class of individuals (the "Class Action Waiver"). This Class Action Waiver means that You waive your ability to participate either as a class representative or member of any class action claim(s) against Owner or Owner's Agents ("us"). While You are not waiving any right(s) to pursue claims against us related to Your tenancy, You hereby agree to file any claim(s) against us in Your individual capacity only, and You may not be a class action plaintiff, class representative, or member in any purported class action lawsuit ("Class Action"). Accordingly, **You expressly waive any right and/or ability to bring, represent, join, or otherwise maintain a Class Action or similar proceeding against us in any forum. Any claim that all or any part of the Class Action Waiver is unenforceable, unconscionable, void, or voidable shall be determined by the arbitration service chosen by the parties.**

**YOU UNDERSTAND THAT, WITHOUT THIS ARBITRATION PROVISION AND ITS CLASS ACTION WAIVER, YOU MAY HAVE POSSESSED THE ABILITY TO BE A PARTY TO A CLASS ACTION LAWSUIT. BY SIGNING THIS AGREEMENT, YOU UNDERSTAND AND CHOOSE TO WAIVE SUCH ABILITY AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY.**

This arbitration provision, and its Class Action Waiver, shall survive the termination or expiration of this Lease Contract.

**5. SEVERABILITY.** This arbitration provision may be severed or modified if necessary, to render it enforceable.

**6. OPT-OUT REQUIREMENT.** You may opt-out of this arbitration provision by providing written notice to the Owner within thirty days of signing this Agreement.

**7. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Resident's Acknowledgment**

**Date of Signing**

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**Landlord (or Landlord Agent) Acknowledgment**

**Date of Signing**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_  
(when this Addendum is filled out)**1. APARTMENT UNIT DESCRIPTION.**Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_ (city), Arizona,  
\_\_\_\_\_  
(zip code).**2. LEASE CONTRACT DESCRIPTION.**Lease Contract date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Residents (list all residents):  
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This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. ASBESTOS.** In most apartments which were built prior to 1981 and in some built after that, asbestos was commonly used as a construction material. In various parts of your apartment, asbestos materials may have been used in the original construction or in renovations prior to the enactment of federal laws which limit asbestos in certain construction materials.

**4. FEDERAL RECOMMENDATIONS.** The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.

**5. COMMUNITY POLICIES AND RULES.** You, your families, other occupants, and guests must not disturb or attach anything to the walls, ceilings, floor tiles, or insulation behind the walls or ceilings in your apartment unless specifically allowed in owner's rules or community policies that are separately attached to this Lease Contract. The foregoing prevails over other provisions of the Lease Contract to the contrary. Please report any ceiling leaks to management promptly so that pieces of acoustical ceiling material or ceiling tiles do not fall to the floor and get disturbed by people walking on the fallen material.

**6. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Resident(s)**  
(All residents must sign)

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**Date of Signing Addendum**

\_\_\_\_\_  
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\_\_\_\_\_

**Owner or Owner's Representative**

\_\_\_\_\_

**Date of Signing Addendum**

\_\_\_\_\_

Date: \_\_\_\_\_  
(when this Addendum is filled out)

*Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your apartment or surrounding apartments. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.*

**1. APARTMENT UNIT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Arizona, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
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This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE.** This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the apartment or personal property in the apartment. You understand that we relied on your representations to us in this Addendum.

**4. INSPECTION AND INFESTATIONS.** BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

**5. ACCESS FOR INSPECTION AND PEST TREATMENT.**

You must allow us and our pest control agents access to the apartment at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the apartment and building. We can select the method of treating the apartment, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring apartments to the infestation even if those apartments are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the apartment. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the apartment for a bed bug infestation on your own.

**6. NOTIFICATION.** You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the apartment, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the apartment.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

**7. COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs.

You must follow all directions from us or our agents to clean and treat the apartment and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the apartment. Any items you remove from the apartment must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your apartment, we have the right to require you to temporarily vacate the apartment and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

**8. RESPONSIBILITIES.** You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your apartment unit for bed bugs.

If we confirm the presence or infestation of bed bugs after you vacate your apartment, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring apartments to your apartment unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other apartments. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the apartment. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

**9. TRANSFERS.** If we allow you to transfer to another apartment in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

**10. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**You are legally bound by this document. Please read it carefully.**

**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner's Representative**  
*(Signs below)*

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**Date of Signing Addendum**

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*You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.*

**NOT A VALID FORM**

## BED BUGS - A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

### Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

### Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

### Identifying bed bugs

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

### Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

### Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your apartment.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.



**1. DWELLING UNIT DESCRIPTION.**

Unit No. \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_ (city), Arizona, \_\_\_\_\_ (zip code).

**2. THE FOLLOWING ARE THE ONLY PARTIES TO THIS AGREEMENT. RESIDENTS SHALL NOT BE PERMITTED TO ASSIGN THIS AGREEMENT TO ANY OTHER PERSON OR ENTITY:**

Owner's name: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Residents (list all residents):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This document (the "Agreement") shall serve as an agreement between Resident and Owner. This is a revocable license agreement, and is not a lease. Owner has the right to terminate this license at any time, upon written notice to you.

**3. PURPOSE OF AGREEMENT.** By signing this Agreement, Resident agrees to the terms and conditions set forth herein related to the licensing of the Clubhouse/Licensed Space and other licensed space on the property related, directly or indirectly, to the Clubhouse, which is not included in your current lease, nor generally available to residents. The Clubhouse/Licensed Space shall solely be used for the following intended use, and for no other reason (including commercial use):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**4. IDENTIFICATION OF CLUBHOUSE/LICENSED SPACE:** The Clubhouse/Licensed Space is described as follows:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Maximum occupancy of the Clubhouse is \_\_\_\_\_ persons.

**5. USAGE PERIOD:** The Clubhouse/Licensed Space shall only be used by Resident during the following times: \_\_\_\_\_ to \_\_\_\_\_ on the following date: \_\_\_\_\_.

Resident must clean and return the Clubhouse/Licensed Space within \_\_\_\_\_ hours following the end of the usage period.

**6. FEES.** Owner agrees to license to you the above identified Clubhouse/Licensed Space in the amount of \$ \_\_\_\_\_ (non-refundable). Resident agrees to a damage deposit of \$ \_\_\_\_\_. The damage deposit and license fee amount are due upon the signing of this Agreement. The damage deposit amount will be returned to Resident after the Clubhouse/Licensed Space is cleaned by Resident and returned to its pre-licensed condition. Any costs Owner incurs related

to returning the Clubhouse/Licensed Space to its original condition will be withheld and deducted from the damage deposit. Resident agrees and understands that Resident's liability is not limited to the monetary amount of the deposit, and Owner's retention of the deposit or any portion thereof does not constitute a limitation of Owner's remedies for excessive hours of use, cleaning expenses or property damage to the Clubhouse/Licensed Space. This deposit is not a security deposit nor related in any way to the Resident's lease at the property.

**7. RULES AND REGULATIONS.** Resident, as Licensee, agrees to the rules and regulations set forth below:

- Resident must be a current Resident in good standing on the date of the use of the Clubhouse/Licensed Space.
- Resident agrees to end use of the Clubhouse/Licensed Space promptly at the agreed upon time.
- Resident must be continuously present for the duration of the licensed time.
- Resident agrees to use the Clubhouse/Licensed Space for its intended use and not for any other use.
- Resident agrees to only use the area of the Clubhouse/Licensed Space as identified in this Agreement and not any adjoining area.
- If permitted, Resident agrees to abide by all laws and regulations related to the distribution, sale, and/or consumption of alcohol on the property:
  - Resident **is permitted** to serve alcohol.
  - Resident **is not permitted** to serve alcohol.
- If required, Resident agrees to secure event insurance, and abide by all coverage terms and conditions:
  - Resident **is required** to have event insurance.
  - Resident **is not required** to have event insurance.
  - Resident agrees to abide by the following additional requirements:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- Resident and guest(s), invitee(s) or other persons using the Clubhouse/Licensed Space shall not behave in a loud or obnoxious manner, disturb or threaten the rights, comfort, health, safety, or convenience of Residents and others, disturb Owner's business operations, or breach the peace in any manner. Resident understands that Resident is fully responsible for the actions of your guest(s), invitees and other persons during your use and possession of the Clubhouse/Licensed Space, including the entering and exiting of the property.
- Resident shall direct its guests/attendees to park only in the designated areas. All guests and attendees are required to comply with Community Rules and Regulations.
- Resident agrees not to exceed the occupancy limits for the Clubhouse/Licensed Space.
- Owner or its agents can immediately terminate Resident's use of the Clubhouse/Licensed Space if there is any violation of this Agreement.

**8. DAMAGE TO PROPERTY.** Resident agrees to immediately report any and all damage done to the Clubhouse/Licensed Space, and its contents, to the Owner. Resident is responsible for any and all damages to Clubhouse/Licensed Space caused by Resident, and/or guest(s). Resident is liable for the costs of any repairs needed as a result of damage caused by Resident and/or guest(s). Resident shall indemnify owner against all claims of liability for personal injury or property damage that arise as a result of Resident's license of the Clubhouse/Licensed Space on the property, with the exception of any claims that may be the result of Owner's own negligent or intentional acts.

**9. RELEASE FROM LIABILITY.** To the greatest extent allowed by law, (a) Resident agrees to waive, defend, hold harmless and indemnify Owner and Owner's agents from and against any claim(s), liabilities, or actions of any nature, you or any of your guests, may ever have against Owner related to the use of the Clubhouse/Licensed Space under the Agreement, including attorney fees and costs, including those attorney fees and costs incurred upon any appeal; (b) Resident agrees to assume all risks associated with the use and enjoyment of the Clubhouse/Licensed Space; (c) Owner assumes no responsibility for any damage to or loss of property by the Resident and/or guest(s), or person(s) who trespass on the Clubhouse/Licensed Space during the Resident's use of the Clubhouse/Licensed Space.

**10. NO RESIDENTIAL TENANCY.** This Agreement shall not be deemed in any manner so as to create any residential landlord/tenant relationship by and between the parties hereto and shall be deemed separate and independent from the parties' residential lease contract. This Agreement shall not constitute an amendment to the parties preexisting residential lease contract.

**11. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner's Representative**  
*(signs below)*

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**Date of Signing Agreement**

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*This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:*

Property Owner: \_\_\_\_\_  
 \_\_\_\_\_

Resident(s): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Apt. No./Address: \_\_\_\_\_  
 \_\_\_\_\_

Lease Date: \_\_\_\_\_

**I. GENERAL CONDITIONS FOR USE OF APARTMENT PROPERTY AND RECREATIONAL FACILITIES.**

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Apartment Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

**Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.**

**THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.**

**II. POOL.** This Community  DOES;  DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Flotation devices should be used appropriately, but not replace proper oversight of children.
- Resident(s) must accompany their guests, and children under the age of 14.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

**IN CASE OF EMERGENCY DIAL 911**

**III. FITNESS CENTER.** This Community  DOES;  DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) \_\_\_\_\_ (3) \_\_\_\_\_ (5) \_\_\_\_\_  
 (2) \_\_\_\_\_ (4) \_\_\_\_\_ (6) \_\_\_\_\_



IV. **PACKAGE RELEASE.** This Community  DOES;  DOES NOT accept packages on behalf of Residents.

***For communities that do accept packages on behalf of its Residents:***

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V. **BUSINESS CENTER.** This Community  DOES;  DOES NOT have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to \_\_\_\_\_ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

VI. **AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only \_\_\_\_\_ vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a \_\_\_\_\_ hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

VII. **FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of \_\_\_\_\_ feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in apartments, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. **EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' apartments several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' apartment, and give Resident instructions for the preparation of the apartment and safe contact with insecticides. Residents will be responsible to prepare the apartment for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' apartment and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the apartment.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

**RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES**

- IX. DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- X. WATER BEDS.** Resident shall not have water beds or other water furniture in the apartment without prior written permission of Owner.
- XI. BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.
- XII. SIGNS.** Resident shall not display any signs, exterior lights or markings on apartment. No awnings or other projections shall be attached to the outside of the building of which apartment is a part.
- XIII. SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.
- XIV. WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.
- XV. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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I have read, understand and agree to comply with the preceding provisions.

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Resident	Date	Resident	Date
Resident	Date	Resident	Date
Resident	Date	Resident	Date
Owner Representative			Date



**1. DWELLING UNIT DESCRIPTION.**

Unit No. \_\_\_\_\_,  
 \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_ (city), Arizona, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_

Residents (list all residents):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** By signing this Addendum, Resident acknowledges that existing, on-going, or future construction on the property may affect your use, view, and enjoyment of such property.

**4. RESIDENT ACKNOWLEDGMENT OF CONSTRUCTION ON PROPERTY.** Resident acknowledges that the property, including its common areas and apartments, may currently or in the future, be under repair, renovation, improvement, or construction. Owner does not guarantee that the repair, renovation, improvement, or construction will be completed on a set date or time and therefore, is not under any obligation to have said repair, renovation, improvement, or construction completed by a set date or time. Resident also acknowledges that the repair, renovation, improvement, or construction does not represent a breach of Owner's obligations under the Lease Contract.

**5. USE OF AMENITIES AND SERVICES.** Repair, renovation, improvement, or construction at the property may create conditions where Resident's use of the property's amenities and services may be limited or not available.

**6. NOISE AND OTHER DISTURBANCES.** Repair, renovation, improvement, or construction at or near the property may create noise or other disturbances, and the property itself, or portions thereof, may be unfinished for some time with respect to landscaping, building exteriors, interiors, amenities, walkways, lighting and the like. Resident acknowledges that these conditions may create inconveniences that may be beyond the control of the Owner. Resident agrees that despite these inconveniences, the obligations of the Resident, including payment of rent, as set forth in the Lease Contract will still be in effect.

**7. RELEASE OF LIABILITY.** To the extent allowed by state law or local ordinance, by signing this Addendum, Resident agrees to waive all claims related to Resident's inability to access, use, and enjoy the amenities, services, and facilities affected by existing, on-going, or future repair, renovation, improvement, or construction on the property.

The existing, on-going, or future construction at the property includes:

Title/Description: \_\_\_\_\_

Anticipated Start Date: \_\_\_\_\_

Anticipated End Date: \_\_\_\_\_

To the extent allowed by state law or local ordinance, Resident further agrees that any inconvenience associated with the repair, renovation, improvement, or construction, such as, but not limited to, those disclosed herein, will not be deemed to give Resident any offset to rent obligations, or other compensation, nor will they be the basis for a complaint(s) or defense(s) against Owner for rent relief, constructive eviction, fitness and habitability, peaceful and quiet enjoyment, nuisance, or any other claim, right or remedy.

**8. DELAY OF OCCUPANCY.** Resident acknowledges that occupancy of the apartment may be delayed due to repair, renovation, improvement, or construction of the property, including common areas and apartments. Such repair, renovation, improvement, or construction may cause unforeseen delays due to scheduling conflicts, delay in permit issuance, acts of God, and other things beyond the control of Owner. The Lease Contract will remain in effect subject to: (1) the start date of the term of the lease contract shall be changed to the first day that Owner provides Resident the apartment for occupancy, and rent shall be abated until occupancy is provided; and (2) your right to terminate as set forth in your Lease Contract under DELAY OF OCCUPANCY, and in accordance with applicable state law or local ordinance.

Resident hereby knowingly and voluntarily accepts the risks of delays and the apartment not being ready for occupancy on the date set forth in the Lease Contract. Resident agrees that Owner's failure to have the apartment ready on the set date in the Lease Contract due to a repair, renovation, improvement, or construction delay does not constitute a willful failure to deliver possession of the apartment. Resident hereby waives and relinquishes any rights, claims, or causes of action against Owner related to delays in delivering the apartment, including, but not limited to, any holdover rent, or other penalties imposed at Resident's current place of residence, provided however, that Owner agrees that rent will not commence under the Lease Contract until possession is delivered to Resident.

**9. DISPLACEMENT.** In accordance with applicable state law or local ordinance, in the event Resident must be displaced from the apartment that is the subject of the Lease Contract due to repair, renovation, improvement, or construction in or around the apartment, Owner, at Owner's sole option, shall transfer Resident to another apartment within the apartment community that is not affected by the repair, renovation, improvement, or construction, or shall provide appropriate comparable accommodations for Resident. If no apartment is available in the apartment community for Resident's transfer, and Resident's continued occupancy of the leased apartment during the repair, renovation, improvement, or construction is either unlawful, or poses too great a risk to the health, safety, and/or welfare of the Resident, Owner has the right to terminate the Lease Contract. However, in the event of Resident's displacement and subsequent re-location, the terms of the Lease Contract including but not limited to the payment of rent shall remain in full force and effect.

**10. SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease contract and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

**11. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner's Representative**  
*(signs below)*

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**Date of Signing Addendum**

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NOT A VALID FORM





COVID-19 EVICTION NOTICE
CONSUMER FINANCIAL PROTECTION BUREAU
DISCLOSURE OF CONSUMER RIGHTS



1. DWELLING UNIT DESCRIPTION. Unit No. \_\_\_\_\_, \_\_\_\_\_
(street address) in \_\_\_\_\_ (city),
Arizona, \_\_\_\_\_ (zip code).

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: \_\_\_\_\_
Owner's name: \_\_\_\_\_

Residents (list all residents):
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

3. DATE THIS DISCLOSURE WAS PROVIDED TO THE ABOVE-NAMED RESIDENT(S) IN CONJUNCTION WITH THE SERVICE OF AN APPLICABLE EVICTION NOTICE: \_\_\_\_\_

Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under the laws of your State, territory, locality, or tribal area, or under Federal law.
Learn the steps you should take now:
• visit www.cfpb.gov/eviction;
• or call a housing counselor at 800-569-4287.

Owner or Owner's Representative
(signs below)
\_\_\_\_\_

NOT A VALID FORM



**1. APARTMENT DESCRIPTION.**

Unit No. \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_ (street address) in,  
 \_\_\_\_\_ (city), Arizona \_\_\_\_\_  
 \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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 \_\_\_\_\_  
 \_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. ADDENDUM APPLICABILITY.** In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling unit, all common areas, all other dwelling units on the property or any common areas or other dwelling units on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

**4. CRIME/DRUG FREE HOUSING.** Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

- A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:
1. Engaging in any act intended to facilitate any type of criminal activity.
  2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
  3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of Arizona and/or the Federal Controlled Substances Act.

4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)
5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.
6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.
8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

**B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

**5. CRIMINAL CONVICTION NOT REQUIRED.** Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

**6. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Resident or Residents (sign here)**

**Date of Signing Addendum**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Owner or Owner's Representative (signs here)**

**Date of Signing Addendum**

\_\_\_\_\_

\_\_\_\_\_

The purpose of this notice is to educate residential pool\* owners on the legal requirements of pool ownership and proper pool safety. Each year in Arizona, too many young children are victims of drowning or near drowning. The Arizona State Legislature recognized this threat to the health and safety of children and passed [A.R.S. § 36-1681](#) to prevent children from gaining unsupervised access to residential swimming pools. In A.R.S. § 36-1681(E), the Legislature requires that all pool owners receive the legal requirements of pool ownership and a safety notice explaining the Arizona Department of Health Services' recommendations on pool safety.

*Permission to quote from or reproduce this notice for non-commercial purposes is granted when due acknowledgement is made. Quotation from or reproduction of this notice for a commercial purpose is governed by [A.R.S. § 39-121.03](#).*

### Pool Enclosure Requirements

At a residence with a swimming pool where one or more children under six years of age live in the residence:

A.R.S. § 36-1681 requires that a swimming pool be protected by an enclosure (wall, fence, or barrier) that surrounds the pool area. Unless a local code provides otherwise, the enclosure of a belowground or aboveground pool must:

- Entirely enclose the pool area;
- Be at least 5 feet high;
- Have no openings other than doors or gates, through which an object 4 inches in diameter can pass;
- Have no openings, handholds, or footholds accessible from the exterior side that can be used to climb the barrier; and
- Be at least 20 inches from the water's edge.

If, however, a residence or living area makes up part of the enclosure required by A.R.S. § 36-1681(B), there must be:

- A wall, fence, or barrier located between the swimming pool or other contained body of water and the residence or living area that:
  - Has a height of at least four feet;
  - Has no openings through which a spherical object four inches in diameter can pass;
  - Has a gate that opens outward from the pool and is self-closing and self-latching;
  - Has no openings, handholds, or footholds accessible from the exterior side of the enclosure that can be used to climb the wall, fence, or barrier; and
  - Is at a distance of at least twenty inches from the water's edge;
- A motorized safety pool cover that requires a key switch and meets the American Society of Testing and Materials (ASTM) standards in F1346-91 ([www.astm.org](http://www.astm.org));
- For each door or window in the residence or living area that has direct access to the pool:
  - A self-latching device that is located not less than fifty-four inches above the floor; and
  - Either a screwed in wire mesh screen covering a dwelling or guest room window or a keyed lock that prevents a dwelling or guest room window from opening more than four inches; or
- For an aboveground swimming pool, non-climbable exterior sides which are a minimum height of four feet and access ladders or steps that are removable and able to be secured when the pool is not in use.

## Gate Requirements

According to A.R.S. § 36-1681(B)(3), any gate in either the five-foot-tall wall, fence, or barrier enclosing a pool or the four-foot-tall wall, fence, or barrier between the residence or other living area and a pool must:

- Open outward from the pool
- Be self-closing and self-latching; and
- Have a latch:
  - Located at least fifty-four inches above the underlying ground;
  - Located on the pool side of the gate with the latch's release mechanism located at least five inches below the top of the gate and no opening greater than one-half inch with twenty-four inches of the release mechanism; or
  - Located at any height if secured by a padlock or similar device which requires a key, electric opening, or integral combination.

## Arizona Department of Health Services Pool Safety Recommendations

- Never leave a child unattended in the pool or pool area.
- Because flotation devices and swimming lessons are not substitutes for supervision, a child should always be watched when in or around the pool area.
- CPR/CCR instructions and the 911 emergency number (or local emergency number) should be posted in the pool area.
- A phone should be located in the pool area or easily accessible in case of an emergency.
- All residential pool owners should attend water rescue and CPR/CCR classes. Lifesaving equipment should be easily accessible and stored in the pool area.
- All gate locks and latches should be checked regularly to insure they are working properly.
- A gate should never be left propped open.
- All items that could be used to climb a pool barrier should be removed from around the barrier.
- In an emergency:
  - Shout for help;
  - Pull the child from the water;
  - Call 911 (or local emergency number) for help; and
  - After checking the child's airway and breathing, immediately begin CPR/CCR if necessary.

**Note:** The state requirements contained in A.R.S. § 36-1681 may be superseded by local requirements that are equal to or more restrictive than the state requirements. Check with your local city and county governments to see if they have adopted different pool barrier requirements.

\* "Pool" means an in-ground or aboveground swimming pool or other contained body of water 18 or more inches in depth, wider than 8 feet at any point, and intended for swimming, pursuant to A.R.S. § 36-1681(A).



**ACKNOWLEDGMENT OF RECEIPT OF THE  
RESIDENTIAL POOL SAFETY NOTICE**



This Acknowledgment is incorporated into the Apartment Lease Contract dated \_\_\_\_\_  
between \_\_\_\_\_

(“We” and/or “we” and/or “us”) and \_\_\_\_\_

(“You” and/or “you”) of Unit No. \_\_\_\_\_ located at \_\_\_\_\_ (street address)  
in \_\_\_\_\_ (city), Arizona, \_\_\_\_\_ (zip code) and is in addition to all terms and  
conditions in the Apartment Lease Contract.

Resident(s) hereby acknowledges receipt of the Residential Pool Safety Notice issued by the Arizona Department of Health Services  
and attached hereto.

**Resident or Residents**  
*(All residents must sign here)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**  
*(signs below)*

\_\_\_\_\_

**Date of Lease Contract**

\_\_\_\_\_

NOT A VALID FORM



**1. APARTMENT UNIT DESCRIPTION.**

Unit No. \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_ (city), Arizona, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The term of this Addendum is as follows:  
 Begins on \_\_\_\_\_, \_\_\_\_\_ and  
 ending on \_\_\_\_\_, \_\_\_\_\_.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. GARAGE, CARPORT, OR STORAGE UNIT.** You are entitled to exclusive possession of: (check as applicable)

- garage or carport attached to the apartment;
- garage space number(s) \_\_\_\_\_;
- carport space number(s) \_\_\_\_\_;
- and/or
- storage unit number(s) \_\_\_\_\_.

All terms and conditions of the Lease Contract apply to the above areas unless modified by this addendum.

The assignment of spaces is subject to change based on the needs of the community upon a proper 30 (thirty) day notice.

**4. SECURITY DEPOSIT.** An additional security deposit of \$ \_\_\_\_\_ will be charged for the checked areas above. We (check one)  will consider or  will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract (check one)  does or  does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

**5. ADDITIONAL MONTHLY RENT.** Your total monthly rent for the items checked in Paragraph 3 above will be \$ \_\_\_\_\_ (includes applicable tax). The monthly rent amount for each of the items checked in Paragraph 3 above is included in the Description of Rent Elements subsection of the Rent and Charges paragraph of the Lease Contract. In the event the Description of Rent Elements is missing the total monthly rent authorized by this Addendum, the fees in this

Addendum shall be incorporated by reference into the Description of Rent Elements set forth in the Rent and Charges paragraph of the Lease Contract.

**6. USE RESTRICTIONS.** Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbeque, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the Lease Contract may not use the areas covered by this addendum. No plants may be grown in such areas.

**7. NO DANGEROUS ITEMS.** Items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors in our sole judgment or that violate any government regulation may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

**8. NO SMOKE, FIRE, OR CARBON MONOXIDE DETECTORS.** No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law.

**9. GARAGE DOOR OPENER.** If an enclosed garage is furnished, you  will  will not be provided with a  garage door opener and/or  garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent.

**10. SECURITY.** Always remember to lock any door of a garage or storage unit and any door between a garage and the apartment. When leaving, be sure to lock all keyed deadbolt locks.

**11. INSURANCE AND LOSS/DAMAGE TO YOUR PROPERTY.** You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We are not responsible for pest control in such areas.

**12. COMPLIANCE.** As allowed by law, we may periodically open and enter garages and storerooms to ensure compliance with this addendum. In the event we enter the garage or storerooms, we will comply with the notice provisions set forth in the Lease Contract.

**13. NO LOCK CHANGES, ALTERATIONS, OR IMPROVEMENTS.** Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

**14. MOVE-OUT AND REMEDIES.** Any items remaining after you have vacated the apartment will be removed, sold, or otherwise disposed of according to the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered apartment. All remedies in the Lease Contract apply to areas covered by this addendum.

15. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Resident or Residents**  
*(All residents must sign here)*

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**Owner or Owner's Representative**  
*(signs here)*

---

**Date of Lease Contract**

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SAMPLE FORM  
NOT A VALID FORM





# FEDERALLY REQUIRED RENOVATION NOTICE OF LEAD HAZARD INFORMATION



## Regarding Renovation, Maintenance or Repair That May Create Paint Dust in an Apartment Unit or Common Area

Federal law requires that prior to conducting renovations or repairs a lead hazard notice must be given to residents of a pre-1978 apartment if more than 6 square feet of surface of the interior apartment or 20 square feet of the exterior of the apartment or common area will be disturbed by sanding, scraping or other activity that may create paint dust (except in emergency situations). The notice must be given by the "renovator" (i.e., whoever does the work). We (as the renovator) are planning to perform such work and are notifying you (as resident) that:

1. The work will begin no later than 60 days from the date our representative delivered or mailed this notice.
2. The lead hazard information which we are required to furnish to you is contained in an Environmental Protection Agency (EPA) pamphlet entitled "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools."
3. The general description of the work is: \_\_\_\_\_  
\_\_\_\_\_
4. The location of the work on or in your apartment is: \_\_\_\_\_  
\_\_\_\_\_
5. The location of the work in common areas is: \_\_\_\_\_  
\_\_\_\_\_
6. The date the work is expected to start is: \_\_\_\_\_  
Expected ending date: \_\_\_\_\_
7. We will timely notify you if the work needs to continue beyond the expected ending date.
8. If the work is in a apartment unit, we must provide you with a copy of either the EPA or NAA lead hazard information with this notice.
9. If the work is in common areas only, you can obtain a free copy of the EPA pamphlet (*check as applicable*):  
 from the onsite management office;  wherever you pay the rent or  other \_\_\_\_\_
10. Address of apartment unit: \_\_\_\_\_  
\_\_\_\_\_
11. Address of common area (if applicable): \_\_\_\_\_  
\_\_\_\_\_
12. Name of renovator who will actually be doing the work (i.e., name of either owner, management company or contractor): \_\_\_\_\_  
\_\_\_\_\_

### ACKNOWLEDGMENT BY RESIDENT OR ADULT OCCUPANT

*(This acknowledgment is to be used when renovation is inside a apartment and the resident or adult occupant is willing to acknowledge personal delivery of the notice and lead hazard information.)*

Names of all residents in the apartment unit described above: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

On behalf of residents listed above, I have received on this date a copy of this notice and any lead hazard information required about the potential risk of disturbing lead-based paint during renovation, maintenance or repair work.

Printed name of resident or adult occupant	Signature of resident or adult occupant	Date signed
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### CERTIFICATION BY RENOVATOR'S REPRESENTATIVE *(Check applicable box below)*

- Personal delivery.** I certify that no earlier than 60 days before the work is expected to start, I delivered a copy of this notice and the EPA pamphlet titled "Renovate Right" to the resident or adult occupant of the apartment unit who signed above.
- Resident or adult occupant unavailable.** I certify that no earlier than 60 days before the work is expected to start, I made a good faith effort to deliver a copy of this notice and the EPA pamphlet titled "Renovate Right" to the resident's unit, and no resident or adult occupant was available to sign the acknowledgment. I left a copy of this notice and the pamphlet inside the unit or slipped them under the door.
- Resident or adult occupant refused.** I certify that no earlier than 60 days before the work is expected to start, I made a good faith effort to personally deliver a copy of this notice and the EPA pamphlet "Renovate Right," and a resident or adult occupant in the apartment refused to sign the acknowledgment. I left a copy of this notice and the pamphlet with a resident or adult occupant of the apartment or slipped them under the door.
- Delivery by mail if work is inside apartment.** I certify that no earlier than 60 days and at least 7 days before the work is expected to start, I mailed a copy of this notice and the EPA pamphlet "Renovate Right" to the resident at the address of the apartment unit noted above by regular U.S. mail. I obtained a certificate of mailing from the U.S. Postal Service.
- Delivery by mail if work is in common area only.** I certify that no earlier than 60 days and at least 7 days before the work is expected to start, I mailed a copy of this notice to each affected unit in the multifamily housing property (5 or more units) named above, by regular U.S. mail. I obtained a certificate of mailing from the U.S. Postal Service. The EPA pamphlet "Renovate Right:"  will be available at no cost as per item 9 above, or  was included in the mailing to all affected units.

Printed name of resident or adult occupant	Signature of resident or adult occupant	Date signed
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Date representative delivered or mailed notice *Optional:*  telephone or  fax numbers for more information

## GUARANTOR PRE-LEASING APPLICATION

*This form is not a binding guarantor agreement, but rather is an application to provide pertinent guarantor information and to allow the rental property owner to proceed with credit/background screening. If you and the resident(s) are approved, you will be asked to execute a Lease Contract Guaranty.*

### Lease Contract Information

**ABOUT LEASE:** Resident names (list all residents responsible for the Lease Contract): \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Street address of dwelling being leased: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City/State/Zip of above dwelling: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Guarantor Information *Use for one guarantor only (can include spouse of guarantor)*

**ABOUT GUARANTOR:** Full name (exactly as on driver's license or govt. ID card) \_\_\_\_\_

\_\_\_\_\_

Current address where you live: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Alternate or cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

\_\_\_\_\_

(Please check one) Do you  own or  rent your home?

If renting, name of apartments: \_\_\_\_\_

Manager's name: \_\_\_\_\_ Phone: \_\_\_\_\_

Your Social Security #: \_\_\_\_\_

Driver's license # and state: \_\_\_\_\_

OR govt. photo ID card #: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Sex: \_\_\_\_\_

Marital Status:  single  married  divorced  widowed  separated

Total number of dependents under the age of 18 or in college: \_\_\_\_\_

What relationship are you to the resident(s)?  parent  sibling

employer  other \_\_\_\_\_

Are you or your spouse a guarantor for any other lease?  Yes  No

If so, how many? \_\_\_\_\_

**YOUR WORK:** Present employer: \_\_\_\_\_

Employer's address: \_\_\_\_\_

Work phone: \_\_\_\_\_

Alternate phone: \_\_\_\_\_

Email address: \_\_\_\_\_

How long? \_\_\_\_\_

Position: \_\_\_\_\_

Your gross monthly income is over: \$ \_\_\_\_\_

Supervisor's name: \_\_\_\_\_ Phone: \_\_\_\_\_

**YOUR SPOUSE:** Full name (exactly as on driver's license or govt. ID card): \_\_\_\_\_

Driver's license # and state: \_\_\_\_\_

OR govt. photo ID card #: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Birthdate: \_\_\_\_\_

Alternate or cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Present employer: \_\_\_\_\_

How long? \_\_\_\_\_ Position: \_\_\_\_\_

Work phone: \_\_\_\_\_

Monthly gross income is over: \$ \_\_\_\_\_

### YOUR CREDIT/RENTAL HISTORY:

Your bank's name: \_\_\_\_\_

City/State: \_\_\_\_\_

List major credit cards: \_\_\_\_\_

To your knowledge, have you, your spouse, or any resident listed in this Guaranty ever:  been asked to move out?  broken a rental agreement?

declared bankruptcy? or  been sued for rent?

To your knowledge, has any resident listed in this Guaranty ever:  been sued for property damage?  been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime? Please explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

You represent that all information submitted by you is true and complete. You authorize verification of the above information via consumer reports, rental history reports, and other means. You acknowledge that our privacy policy is available to you. A facsimile or electronic signature on this Guaranty Application will be binding as an original signature.

**We recommend that you obtain a copy of the Lease Contract and Lease Contract Guaranty, and read them.** We will furnish you a copy of the Lease Contract and Lease Contract Guaranty upon written request.

#### FOR OFFICE USE ONLY

Guarantor(s) information verified by:  phone or  face-to-face meeting.

Third-party verification: Requested on \_\_\_\_\_ (date)

Approved:  Yes  No

If not, letter of disclosure sent on \_\_\_\_\_ (date)

Processed by \_\_\_\_\_

\_\_\_\_\_  
**Date of Signing Guarantor Application**

\_\_\_\_\_  
**Signature of Guarantor**

\_\_\_\_\_  
**Signature of Guarantor's Spouse (if applicable)**

After signing, please return the signed original of this Guarantor Preleasing Application to: \_\_\_\_\_

\_\_\_\_\_

at (street address or P.O. Box) \_\_\_\_\_

\_\_\_\_\_

or (optional) fax it to us at \_\_\_\_\_

or (optional) email it to us at \_\_\_\_\_

\_\_\_\_\_

Our telephone number \_\_\_\_\_

## LEASE ADDENDUM FOR INTRUSION ALARM

**1. APARTMENT UNIT DESCRIPTION.**

Apt. No. \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_  
 (city), Arizona, \_\_\_\_\_  
 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Residents (list all residents):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. INTRUSION ALARM.** Your apartment is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if the intrusion alarm were malfunctioning. You acknowledge that the security of you and your family, occupants, and guests are your responsibility alone. Your use of the alarm system is (check one)  required or  optional. You are responsible for all false alarm charges for your apartment.

**4. PERMIT FROM CITY.** You (check one)  do or  do not have to obtain a city permit for activation and use of the intrusion alarm. If you do, the phone number to call is \_\_\_\_\_, and it is your responsibility to obtain the permit. You also will be responsible for any fines due to excessive false alarms.

**5. FOLLOW INSTRUCTIONS.** You agree to use reasonable care in operating the alarm and to follow the written instructions, rules and procedures furnished to you by us. Instructions  are attached or  will be provided to you when you move in.

**6. ALARM COMPANY.** You (check one)  will or  will not have to make arrangements with an independent alarm company to activate and maintain the alarm system. You (check one)  may choose your own alarm company or  are required to use \_\_\_\_\_

as your alarm company. The alarm system is repaired and maintained by \_\_\_\_\_  
 \_\_\_\_\_

**Resident or Residents**  
 (All residents must sign here)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**7. ENTRY BY OWNER.** Upon activation of the alarm system, you must immediately provide us (management) with your security code and any special alarm system instructions for lawful entry into the unit when no one is there, as authorized in your Lease Contract. You must reimburse us for any expenses we incur in entering your apartment, when those expenses are due to your failure to provide the foregoing information.

**8. REPAIRS OR MALFUNCTIONS.** If the intrusion alarm malfunctions, you agree to (check one)  contact your intrusion alarm company immediately for repair or  contact us immediately for repair. The cost of repair will be paid by (check one)  you or  us.

**9. NO WARRANTY.** We make no guarantees or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical in nature will malfunction from time to time. We are absolutely not responsible for malfunction of the alarm.

**10. LIABILITY.** We are not liable to you, your guests or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm. It is recommended that you purchase insurance to cover casualty loss of your property, including loss by theft.

**11. EMERGENCIES.** Always call 911 or law enforcement authorities or emergency medical services in the event of a crime or emergency. Then contact us. We are not required to answer the alarm, but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely cut off.

**12. ENTIRE AGREEMENT.** We've made no promises or representations regarding the alarm system except those in this addendum.

**13. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_  
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 \_\_\_\_\_

**Owner or Owner's Representative**  
 (signs here)

\_\_\_\_\_  
**Date of Lease Contract**

**APARTMENT UNIT DESCRIPTION.** Apt. No. \_\_\_\_\_, \_\_\_\_\_ (street address) in \_\_\_\_\_ (city), Arizona, \_\_\_\_\_ (zip code).

**LEASE CONTRACT DESCRIPTION.** Lease Contract date: \_\_\_\_\_

Owner's name: \_\_\_\_\_

Residents (list all residents):

Within 48 hours after move-in, you must note on this form all defects, damage, or safety or pest-related concerns and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition. Please mark through items listed below or put "none" if the items don't exist. This form protects both you (the resident) and us (the owner). We'll use it in determining what should and should not be considered your responsibility upon move-out. You are entitled to a copy of this form after it is filled out and signed by you and us.

Resident's Name: \_\_\_\_\_

Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_

Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_

Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_

Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_

Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Resident's Name: \_\_\_\_\_

Home Phone: (\_\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_\_) \_\_\_\_\_

**Move-In** or  **Move-Out Condition** (Check one)

**Living Room**

Walls \_\_\_\_\_

Wallpaper \_\_\_\_\_

Plugs, Switches, A/C Vents \_\_\_\_\_

Woodwork/Baseboards \_\_\_\_\_

Ceiling \_\_\_\_\_

Light Fixtures, Bulbs \_\_\_\_\_

Floor/Carpet \_\_\_\_\_

Doors, Stops, Locks \_\_\_\_\_

Windows, Latches, Screens \_\_\_\_\_

Window Coverings \_\_\_\_\_

Closets, Rods, Shelves \_\_\_\_\_

Closet Lights, Fixtures \_\_\_\_\_

Lamps, Bulbs \_\_\_\_\_

Water Stains on Walls or Ceilings \_\_\_\_\_

Other \_\_\_\_\_

Refrigerator, Trays, Shelves \_\_\_\_\_

Refrigerator Light, Crisper \_\_\_\_\_

Dishwasher, Dispensers, Racks \_\_\_\_\_

Sink/Disposal \_\_\_\_\_

Microwave \_\_\_\_\_

Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_

Other \_\_\_\_\_

**General Items**

Thermostat \_\_\_\_\_

Cable TV or Master Antenna \_\_\_\_\_

A/C Filter \_\_\_\_\_

Washer/Dryer \_\_\_\_\_

Garage Door \_\_\_\_\_

Ceiling Fans \_\_\_\_\_

Exterior Doors, Screens/Screen Doors, Doorbell \_\_\_\_\_

Fireplace \_\_\_\_\_

Other \_\_\_\_\_

**Kitchen**

Walls \_\_\_\_\_

Wallpaper \_\_\_\_\_

Plugs, Switches, A/C Vents \_\_\_\_\_

Woodwork/Baseboards \_\_\_\_\_

Ceiling \_\_\_\_\_

Light Fixtures, Bulbs \_\_\_\_\_

Floor/Carpet \_\_\_\_\_

Doors, Stops, Locks \_\_\_\_\_

Windows, Latches, Screens \_\_\_\_\_

Window Coverings \_\_\_\_\_

Cabinets, Drawers, Handles \_\_\_\_\_

Countertops \_\_\_\_\_

Stove/Oven, Trays, Pans, Shelves \_\_\_\_\_

Vent Hood \_\_\_\_\_

**Dining Room**

Walls \_\_\_\_\_

Wallpaper \_\_\_\_\_

Plugs, Switches, A/C Vents \_\_\_\_\_

Woodwork/Baseboards \_\_\_\_\_

Ceiling \_\_\_\_\_

Light Fixtures, Bulbs \_\_\_\_\_

Floor/Carpet \_\_\_\_\_

Doors, Stops, Locks \_\_\_\_\_

Windows, Latches, Screens \_\_\_\_\_

Window Coverings \_\_\_\_\_

Closets, Rods, Shelves \_\_\_\_\_

Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Halls**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Exterior (if applicable)**

Patio/Yard \_\_\_\_\_  
Fences/Gates \_\_\_\_\_  
Faucets \_\_\_\_\_  
Balconies \_\_\_\_\_  
Other \_\_\_\_\_

**Bedroom (describe which one):**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Bedroom (describe which one):**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Bath (describe which one):**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Exhaust Fan/Heater \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Sink, Faucet, Handles, Stopper \_\_\_\_\_

Countertops \_\_\_\_\_  
Mirror \_\_\_\_\_  
Cabinets, Drawers, Handles \_\_\_\_\_  
Toilet, Paper Holder \_\_\_\_\_  
Bathtub, Enclosure, Stopper \_\_\_\_\_  
Shower, Doors, Rods \_\_\_\_\_  
Tile \_\_\_\_\_  
Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Half Bath**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Exhaust Fan/Heater \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Sink, Faucet, Handles, Stopper \_\_\_\_\_  
Countertops \_\_\_\_\_  
Mirror \_\_\_\_\_  
Cabinets, Drawers, Handles \_\_\_\_\_  
Toilet, Paper Holder \_\_\_\_\_  
Tile \_\_\_\_\_  
Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Bedroom (describe which one):**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_

**Bath (describe which one):**

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Exhaust Fan/Heater \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Sink, Faucet, Handles, Stopper \_\_\_\_\_  
Countertops \_\_\_\_\_  
Mirror \_\_\_\_\_  
Cabinets, Drawers, Handles \_\_\_\_\_  
Toilet, Paper Holder \_\_\_\_\_  
Bathtub, Enclosure, Stopper \_\_\_\_\_  
Shower, Doors, Rods \_\_\_\_\_  
Tile \_\_\_\_\_  
Plumbing Leaks or Water Stains on Walls or Ceilings \_\_\_\_\_  
Other \_\_\_\_\_



**Safety-Related Items** (Put "none" if item does not exist)

- Door Knob Locks \_\_\_\_\_
- Keyed Deadbolt Locks \_\_\_\_\_
- Keyless Deadbolts \_\_\_\_\_
- Keyless Bolting Devices \_\_\_\_\_
- Sliding Door Latches \_\_\_\_\_
- Sliding Door Security Bars \_\_\_\_\_
- Sliding Door Pin Locks \_\_\_\_\_
- Doorviewers \_\_\_\_\_
- Window Latches \_\_\_\_\_
- Porch and Patio Lights \_\_\_\_\_
- Smoke Detectors (push button to test) \_\_\_\_\_

- Alarm System \_\_\_\_\_
- Fire Extinguishers (look at charge level-BUT DON'T TEST!) \_\_\_\_\_
- Garage Door Opener \_\_\_\_\_
- Gate Access Card(s) \_\_\_\_\_
- Other \_\_\_\_\_

**Date of Move-In:** \_\_\_\_\_  
 or  
**Date of Move-Out:** \_\_\_\_\_

**SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Acknowledgment.** You agree you will complete and submit this form in accordance with this Lease and our Community Policies. You acknowledge you will inspect and test all safety-related items in the apartment, including smoke alarms and any other detector(s), and confirm that they are working, except as noted on your completed Inventory and Condition Form. All items will be considered to be in good and working condition unless otherwise noted. You acknowledge you will receive written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge that you will inspect the apartment and confirm no signs of bed bugs or other pests are present, or, if bugs are present, that you will promptly report any bed bug or pest issues on this Inventory and Condition Form and through a written work order or other written repair request. You agree that this returned completed Inventory and Condition Form accurately reflects the condition of the apartment for purposes of determining any refund of deposit due to you when you move out. You acknowledge that if you do not return the form within 48 hours after move-in, we will consider the apartment to be clean, safe, free of pest or insect infestations, and in good working condition for purposes of determining any refund of deposit due to you at move-out.

*In signing below, you accept this inventory as part of the Lease Contract and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.*

**Resident or Resident's Agent:** \_\_\_\_\_ **Date of Signing:** \_\_\_\_\_

**Resident or Resident's Agent:** \_\_\_\_\_ **Date of Signing:** \_\_\_\_\_

**Resident or Resident's Agent:** \_\_\_\_\_ **Date of Signing:** \_\_\_\_\_

**Resident or Resident's Agent:** \_\_\_\_\_ **Date of Signing:** \_\_\_\_\_

**Resident or Resident's Agent:** \_\_\_\_\_ **Date of Signing:** \_\_\_\_\_

**Resident or Resident's Agent:** \_\_\_\_\_ **Date of Signing:** \_\_\_\_\_

**Owner or Owner's Representative:** \_\_\_\_\_ **Date of Signing:** \_\_\_\_\_



**1. APARTMENT UNIT DESCRIPTION.**

Apt. No. \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_ (city), Arizona, \_\_\_\_\_  
 \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_

Residents (list all residents):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This Agreement constitutes an Agreement to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Agreement vary or contradict any terms or conditions found in the Lease Contract, this Agreement shall control.

**3. PURPOSE OF AGREEMENT.** The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early—subject to any special provisions in paragraph 9 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.

**4. BUY-OUT PROCEDURES.** You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term *if all of the following occur:*

- (a) you give us written notice of buy-out at least \_\_\_\_\_ days prior to the new termination date (i.e., your new move-out date), which (check one)  must be the last day of a month or  may be during a month;
- (b) you specify the new termination date in the notice, i.e., the date by which you'll move out;
- (c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;
- (d) you are not in default under the Lease Contract on the new termination date (move-out date);
- (e) you move out on or before the new termination date and do not hold over;
- (f) you pay us a buy-out fee (consideration) of \$ \_\_\_\_\_;
- (g) you pay us the amount of any concessions you received when signing the Lease Contract; and
- (h) you comply with any special provisions in paragraph 9 below.

**Resident(s)**  
(All residents must sign)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**5. WHEN PAYABLE.** The buy-out fee in paragraph 4(f) is due and payable no later than \_\_\_\_\_ days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is \$ \_\_\_\_\_ and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.

**6. SHOWING UNIT TO PROSPECTIVE RESIDENTS.** After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

**7. COMPLIANCE ESSENTIAL.** Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

**8. MISCELLANEOUS.** If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the apartment unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

**9. SPECIAL PROVISIONS.** Your right of buy-out (check one)  is or  is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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 \_\_\_\_\_

**Owner or Owner's Representative**  
(signs below)

\_\_\_\_\_  
 \_\_\_\_\_

**Date of Lease Contract**

\_\_\_\_\_  
 \_\_\_\_\_

### Lease Contract Information

**ABOUT LEASE:** Date of Lease Contract (*top left hand corner of Lease Contract*): \_\_\_\_\_

Owner's name: \_\_\_\_\_

Resident names (*list all residents on Lease Contract*): \_\_\_\_\_

Unit No. \_\_\_\_\_ and street address of apartment being leased: \_\_\_\_\_

City/State/Zip of above apartment: \_\_\_\_\_

Monthly rent for apartment unit: \$ \_\_\_\_\_

Beginning date of Lease Contract: \_\_\_\_\_

Ending date of Lease Contract: \_\_\_\_\_

### Guarantor Information *Use for one guarantor only (can include spouse of guarantor)*

**ABOUT GUARANTOR:** Full name (*exactly as on driver's license or govt. ID card*) \_\_\_\_\_

Current address where you live: \_\_\_\_\_

Phone: \_\_\_\_\_

Alternate or cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

(*Please check one*) Do you  own or  rent your home?

If renting, name of apartments: \_\_\_\_\_

Manager's name: \_\_\_\_\_

Phone: \_\_\_\_\_

Your Social Security #: \_\_\_\_\_

Driver's license # and state: \_\_\_\_\_

OR govt. photo ID card #: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Sex: \_\_\_\_\_

Marital Status:  single  married  divorced  widowed  separated

Total number of dependents under the age of 18 or in college: \_\_\_\_\_

What relationship are you to the resident(s)?  parent  sibling  employer  other \_\_\_\_\_

Are you or your spouse a guarantor for any other lease?  Yes  No

If so, how many? \_\_\_\_\_

**YOUR WORK:** Present employer: \_\_\_\_\_

Employer's address: \_\_\_\_\_

Work phone: \_\_\_\_\_

Alternate phone: \_\_\_\_\_

Email address: \_\_\_\_\_

How long? \_\_\_\_\_

Position: \_\_\_\_\_

Your gross monthly income is: \$ \_\_\_\_\_

Supervisor's name: \_\_\_\_\_

Phone: \_\_\_\_\_

**YOUR SPOUSE:** Full name (*exactly as on driver's license or govt. ID card*) \_\_\_\_\_

Driver's license # and state: \_\_\_\_\_

OR govt. photo ID card #: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Birthdate: \_\_\_\_\_

Alternate or cell phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Present employer: \_\_\_\_\_

How long? \_\_\_\_\_

Position: \_\_\_\_\_

Work phone: \_\_\_\_\_

Monthly gross income is: \$ \_\_\_\_\_

**YOUR CREDIT/RENTAL HISTORY:**

Your bank's name: \_\_\_\_\_

City/State: \_\_\_\_\_

List major credit cards: \_\_\_\_\_

To your knowledge, have you, your spouse, or any resident listed in this Guaranty ever:  been asked to move out?  broken a rental agreement?  declared bankruptcy? or  been sued for rent?

To your knowledge, has any resident listed in this Guaranty ever:  been sued for property damage?  been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime? Please explain: \_\_\_\_\_

In consideration for us to enter into the above Lease Contract with the Resident(s), as an inducement to us for making the lease, and other good and valuable consideration, the receipt of which is acknowledged, you guarantee all obligations of resident(s) under the Lease Contract, including but not limited to rent, late fees, property damage, repair costs, animal violation charges, reletting charges, utility payments and all other sums which may become due under the Lease Contract.

You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed to from time to time between resident(s) and us. If we, as owner of the apartment, delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it as a waiver of our rights as owner, against you as guarantor. All of our remedies against the resident(s) apply to guarantor as well. All residents, guarantors and guarantor's spouse are jointly and severally liable. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable. This Guaranty is part of the Lease Contract and shall be performed in the county where the apartment unit is located.

You represent that all information submitted by you on this Guaranty is true and complete. You authorize verification of such information via consumer reports, rental history reports, and other means. A facsimile signature by you on this Guaranty will be just as binding as an original signature. It is not necessary for you, as guarantor, to sign the Lease Contract itself or to be named in the Lease Contract. This Guaranty does not have to be referred to in the Lease Contract. You are  required  not required to have this Guaranty agreement notarized. If no box is checked, it is not required to be notarized. Payments under this Guaranty must be mailed to or made in the county where the apartment unit is located. We recommend that you obtain a copy of the Lease Contract and read it. This Guaranty applies even if you don't do so. We will furnish you a copy of the Lease upon written request.

To the extent allowed by law, you agree that all notices and legal pleadings, from Owner or owner's agents, that are delivered to the lease unit listed herein are properly served to you and you waive any separate service requirement to any other location.

**SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

After signing, please return the signed original of this Guaranty to \_\_\_\_\_  
at (street address or P.O. Box) \_\_\_\_\_  
or (optional) fax it to us at \_\_\_\_\_ Our telephone number \_\_\_\_\_

\_\_\_\_\_  
**Date of signing Guaranty**

\_\_\_\_\_  
**Date of signing Guaranty**

\_\_\_\_\_  
**Signature of Guarantor**

\_\_\_\_\_  
**Signature of Guarantor's Spouse**

State of Arizona  
County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is/are the person(s) who appeared before me and acknowledged that he/she/they signed this instrument, and acknowledged it to be his/her/  
their free and voluntary act for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Signature of Notary Public

*Note: Signature of Guarantor and Guarantor's Spouse must be notarized if lease is for more than one year.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Use above space for notary stamp/seal)

**FOR OFFICE USE ONLY**  
Guarantor(s) signature(s) was (were) verified by owner's representative.  
Verification was by  phone or  face-to-face meeting. Date(s) of verification \_\_\_\_\_  
Telephone numbers called (if applicable) \_\_\_\_\_  
Name(s) of Guarantor(s) who was (were) contacted \_\_\_\_\_  
Name of Owner's Representative who talked to Guarantor(s) \_\_\_\_\_



**ADDENDUM REGARDING MARIJUANA USE  
and  
LANDLORD'S COMMITMENT TO ENFORCEMENT OF CRIME FREE ADDENDUM**

**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Arizona, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. Arizona law permits the use of both medical and recreational marijuana. Under both the AMA and the Smart and Safe Act, adults 21 and older in Arizona are permitted to possess and use marijuana subject to certain restrictions. However, this is not the case under federal law. Under federal law, specifically the Controlled Substances Act (CSA), marijuana is still categorized as a Schedule I substance. This means that under federal law, the manufacture, distribution, or possession of marijuana is strictly prohibited. Because the U.S. Department of Housing and Urban Development is controlled by the federal government, it agrees that the use of marijuana, whether prescribed for medical reasons or not, is a criminal offense and will not be protected under the fair housing laws.**

Therefore, apartment complexes are not required to accommodate the use of marijuana by a tenant who is a current medical marijuana user. Disabled tenants who are registered medical marijuana users, however, should not feel discouraged to request reasonable accommodations if the need arises.

**4. The Premises listed above follows and complies with federal law regarding marijuana use and is, and will continue to be, a drug free community. Possession, use, manufacture or sale of any illegal substance, including marijuana, or any use of marijuana by the tenant and/or guests will result in immediate termination. If you have any questions or concerns about this policy, please speak to management.**

**5. By signing below, the resident acknowledges his or her understanding of the terms and conditions as stated above, and his or her agreement to comply with those terms and conditions.**

**6. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Resident or Residents (sign here)**

**Date of Signing Addendum**

\_\_\_\_\_  
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\_\_\_\_\_

**Owner or Owner's Representative (signs here)**

**Date of Signing Addendum**

\_\_\_\_\_

\_\_\_\_\_

**1. APARTMENT UNIT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_. (street address) in,  
\_\_\_\_\_  
(city), Arizona \_\_\_\_\_  
(zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Residents (list all residents):  
\_\_\_\_\_  
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This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** The purpose of this Addendum is to provide you with notice that the apartment is located in a mixed-use living environment. The area surrounding the apartment contains both residences and commercial businesses. These commercial entities will produce certain noises, sounds, and odors up to twenty-four (24) hours a day.

**4. RESIDENT ACKNOWLEDGEMENT.** By signing this Addendum, Resident acknowledges, understands and hereby agrees:

The apartment is located in the immediate area of commercial businesses, including, but not limited to, bars, nightclubs, restaurants and retail stores. Certain challenges may be associated with living in immediate proximity to such commercial businesses. These challenges may include these businesses emitting, but are not limited to: lights, noises, sounds (including but not limited to music, voices and other forms of entertainment), vibrations, odors and smoke, which may penetrate the walls and floors of the apartment. Such challenges may occur up to twenty-four (24) hours a day.

**Resident or Residents (sign here)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative (signs here)**

\_\_\_\_\_

**5. RESIDENT DUE DILIGENCE.** Landlord has encouraged resident to research the area around their apartment. You agree that you were given the opportunity to exercise due diligence by reading this Addendum and researching the area surrounding the apartment. You acknowledge and understand the risks disclosed herein. Having conducted your due diligence, you agree to fully assume the risks set forth in this Addendum.

**6. ASSUMPTION OF RISK / WAIVER.** You have chosen to reside at the apartment despite any inconveniences such as those disclosed herein or any other inconvenience, which may be associated with living in a mixed-use environment. You further agree: You are voluntarily assuming the risks of inconvenience and nuisance related to residing in an apartment located in a mixed-use area. You agree that any inconvenience associated with the mixed-use and/or the surrounding area, such as, but not limited to, those disclosed herein, will not be deemed to give you any offset to rent obligations, nor will they be the basis for a complaint against us for rent relief, constructive eviction, fitness and habitability, peaceful and quiet enjoyment, nuisance, or any other claim, right or remedy. We shall have no duty to evict any commercial business for any lights, sounds, vibrations, odors, etc. that may occur as a result of their commercial business. As such, you waive any and all claims against us that arise out of or are in any way related to lights, noises, sounds, vibrations, smoke, odors or any other inconvenience that may be caused by commercial businesses within the mixed-use area and/or their guests.

**7. SEVERABILITY.** If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease.

**8. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Date of Signing Addendum**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date of Signing Addendum**

\_\_\_\_\_

*Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your apartment. That is why this addendum contains important information for you, and responsibilities for both you and us.*

**1. APARTMENT UNIT DESCRIPTION.**

Apt. No. \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_  
 (city), Arizona, \_\_\_\_\_  
 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_

Residents (list all residents):  
 \_\_\_\_\_  
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This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. ABOUT MOLD.** Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside an apartment, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

**4. PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your apartment, you must do the following

- Keep your apartment clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of

shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your apartment dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

**5. IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your apartment. Failure to promptly pay attention to leaks and moisture that might accumulate on apartment surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

**6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES** (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

**7. DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on *porous surfaces*, such as sheetrock walls or ceilings, or (2) large areas of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action.

**8. COMPLIANCE.** Complying with this addendum will help prevent mold growth in your apartment, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

**If you fail to comply with this Addendum, you can be held responsible for property damage to the apartment and any health problems that may result. We can't fix problems in your apartment unless we know about them.**

**9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Resident or Residents**  
*(All residents must sign here)*

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**Owner or Owner's Representative**  
*(Signs here)*

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**Date of Lease Contract**

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**SAMPLE FORM**  
**NOT A VALID FORM**





Date: \_\_\_\_\_  
 (when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

**1. APARTMENT UNIT DESCRIPTION.**

 Apt. No. \_\_\_\_\_,  
 \_\_\_\_\_  
 \_\_\_\_\_ (street address) in,  
 \_\_\_\_\_  
 (city), Arizona \_\_\_\_\_  
 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

 Lease Contract Date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

 Residents (list all residents):  
 \_\_\_\_\_  
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This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. DEFINITION OF SMOKING.** Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum* which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

**4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED.**

All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any apartment, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, apartments, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds.

Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any apartments or building is also prohibited by this Addendum and other provisions of the Lease Contract.

**5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY.** Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least \_\_\_\_\_ feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your apartment  is  is not permitted.

The following outside areas of the community may be used for smoking: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

**6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.** You are responsible for payment of all costs and damages to your apartment, other residents' apartments, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the apartment or building is in excess of normal wear and tear in our smoke free apartment community.

**7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.** You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their apartments, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

**8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM.** We have the right to terminate your Lease Contract or right of occupancy of the apartment for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the apartment is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the apartment.

**9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING.** Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

**10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS.** You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

**11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT.** Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your apartment or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

**12. SPECIAL PROVISIONS.** The following provisions will supersede any conflicting provisions of the Lease Contract and this addendum.

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**Resident or Residents**  
*(All residents must sign here)*

**Owner or Owner's Representative**  
*(signs here)*

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NOT A VALID FORM



**NOTICE OF DEFAULT AND LEASE TERMINATION  
FOR NON-PAYMENT OF RENT**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

From: *Resident(s)* \_\_\_\_\_  
\_\_\_\_\_

Owner    Owner's Agent

*Landlord*

Dear Resident(s):

According to our records, you have not paid and we have not received the full rent due under the Lease Contract dated \_\_\_\_\_ for the month(s) of \_\_\_\_\_, which was due as of the \_\_\_\_\_ day of the month. As of the date of this notice, you are informed that you are in default of your obligation to pay the rent as set forth in your Lease Contract.

Furthermore, as a result of this default, your Lease Contract authorizes the assessment of late charges when payment has not been made by the \_\_\_\_\_ of each month in the following manner: a one-time late fee of \$ \_\_\_\_\_ plus daily late fees, starting on the \_\_\_\_\_, in the reoccurring amount of \$ \_\_\_\_\_. These late fees will continue to accrue until payment is made in full.

As of the date of this notice, the following amounts are past-due:

- Rent: \$ \_\_\_\_\_ (Dates Applicable: \_\_\_\_\_ to \_\_\_\_\_)
- Prior Balance: \$ \_\_\_\_\_
- Late Charges: \$ \_\_\_\_\_ (As of the Date of this Notice)
- Utilities: \$ \_\_\_\_\_
- Other Charges: \$ \_\_\_\_\_ (Explanation: \_\_\_\_\_)
- TOTAL: \$ \_\_\_\_\_

Please contact our office immediately, as we require that you bring your account current. Unless your account balance is remedied in full within five (5) days of your receipt of this notice, your right to possession of the apartment unit under your Lease Contract will terminate without further notice and we will proceed, at our discretion, with all actions permitted by law to recover possession of the apartment unit.

Additional requirements or instructions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Date of Notice

\_\_\_\_\_ Signature of Owner or Owner's Agent

<b>Method of Delivery:</b>	
On: _____	By: _____
Via: <input type="checkbox"/> Hand-delivery to a Resident named above	
<input type="checkbox"/> Hand-delivery to _____ at the apartment unit	
<input type="checkbox"/> Certified U.S. Mail <input type="checkbox"/> Registered U.S. Mail	

**NOTICE OF MATERIAL BREACH OF LEASE  
AND NOTICE OF LEASE TERMINATION**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

From: *Resident(s)* \_\_\_\_\_  
\_\_\_\_\_

Owner    Owner's Agent

*Landlord*

Dear Resident(s):

Your landlord hereby identifies the following problem(s) with your conduct toward the obligations of your leasehold. The problem(s) so identified constitute(s) a material breach of your Lease Contract and must be remedied.

Material breach / ten (10) days to cure from your receipt of this notice:

- |  |  |
|--|--|
| <input type="checkbox"/> Loud music and/or noise                   | <input type="checkbox"/> Window display/decoration/cover |
| <input type="checkbox"/> Unauthorized occupant(s)                  | <input type="checkbox"/> Unauthorized pet(s)             |
| <input type="checkbox"/> Disruption(s) to peaceful enjoyment       | <input type="checkbox"/> Item(s) on patio/balcony        |
| <input type="checkbox"/> Unauthorized alteration to apartment unit | <input type="checkbox"/> Other                           |

Material breach relating to health-and-safety / five (5) days to cure from your receipt of this notice:

- |  |  |
|--|--|
| <input type="checkbox"/> Damage to apartment unit                    | <input type="checkbox"/> Pests or pest control |
| <input type="checkbox"/> Unsanitary conditions inside apartment unit | <input type="checkbox"/> Trash                 |
| <input type="checkbox"/> Other                                       |  |

Explanation of issue(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please contact our office immediately, as we require the remedy of the above-described breach(s) within the stated cure periods. If you do not do so, your right to possession of the apartment unit under you Lease Contract will terminate without further notice and we will proceed, at our discretion, with all actions permitted by law to recover possession of the apartment unit.

Additional requirements or instructions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date of Notice

\_\_\_\_\_  
Signature of Owner or Owner's Agent

<b>Method of Delivery:</b>	
On: _____	By: _____
Via: <input type="checkbox"/> Hand-delivery to a Resident named above	
<input type="checkbox"/> Hand-delivery to _____ at the apartment unit	
<input type="checkbox"/> Certified U.S. Mail <input type="checkbox"/> Registered U.S. Mail	

LEASE CONTRACT DATE: \_\_\_\_\_

OWNER'S NAME: \_\_\_\_\_

**RESIDENTS (LIST ALL RESIDENTS):****DWELLING UNIT DESCRIPTION.**Unit No. \_\_\_\_\_,  
(street address) in \_\_\_\_\_ (city), Arizona, \_\_\_\_\_ (zip code).

Dear Resident(s):

We understand COVID-19, the coronavirus, has directly affected many of our residents. Some residents have experienced a loss of wages, incurred new medical expenses or been laid off from their place of employment as a result of the COVID-19 pandemic. To ease the financial hardship and difficulties so many of our residents are facing, we are willing to waive certain late fees.

This notice relates to late fees for the non-payment of rent incurred during the period covering the dates beginning \_\_\_\_\_ and ending \_\_\_\_\_ (the "Waiver Period").

During the Waiver Period and provided you pay your monthly rent on or before the \_\_\_\_\_ of each month, we agree to waive the late fees that you incur under the Rent and Charges paragraph of your Lease Contract for the month in which rent is paid.

This waiver covers only late fees for the Waiver Period specified above. We are under no obligation to waive rent, other late fees, or other sums due or which will become due.

If you anticipate difficulty paying rent due to loss from the coronavirus, we encourage you to contact our team by calling \_\_\_\_\_ or by emailing \_\_\_\_\_.

Keep in mind that you will likely be asked to explain how you've personally been financially burdened by COVID-19. Depending on your situation, our response and any relief we may agree upon may vary.

Any and all terms and conditions of the Lease Contract that are not specifically amended herein remain in full force and effect.

**SPECIAL PROVISIONS.**

**Owner or Owner's Representative**  
(Signs below)

NOTICE REGARDING EXCLUSIVE SPACE



LEASE CONTRACT DATE: \_\_\_\_\_

OWNER'S NAME: \_\_\_\_\_

\_\_\_\_\_

RESIDENT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(Street Address)

(City, State, Zip)

Re: Student Housing Lease (the "Lease") signed \_\_\_\_\_ between the resident named above and \_\_\_\_\_ (owner).

Dear Resident:

In accordance with the Lease specified above, this letter shall document the living space we have reserved for your exclusive use during the term of the Lease:

Building: \_\_\_\_\_

Unit No.: \_\_\_\_\_

Bedroom No.: \_\_\_\_\_

This letter agreement is intended to serve as an amendment to the Lease. Except as amended hereby, the Lease remains unmodified and in full force and effect. Please signify your agreement to the terms of this letter by signing below where indicated.

If you have any questions about this notice or the space assigned, please contact us at \_\_\_\_\_

SPECIAL PROVISIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sincerely,

\_\_\_\_\_  
Owner's Representative

AGREED AND ACKNOWLEDGED BY RESIDENT:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date:



**1. APARTMENT UNIT DESCRIPTION.**

Apt. No. \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_  
 (city), Arizona, \_\_\_\_\_  
 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Residents (list all residents):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

**4. PACKAGE ACCEPTANCE.**

**A. Generally.** You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

**B. Limitations.** You understand and agree that we may refuse to accept any package for any reason or no reason at all.

**5. TIME LIMITATION.** Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than \_\_\_\_\_ days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

**Resident or Residents**  
*(All resident's must sign)*

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER.**

As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

**7. SEVERABILITY.** If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**8. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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 \_\_\_\_\_

**Owner or Owner's Representative**  
*(Signs below)*

\_\_\_\_\_  
 \_\_\_\_\_

**Date of Signing Addendum**

\_\_\_\_\_

Date: \_\_\_\_\_  
(when this Addendum is filled out)

**1. APARTMENT UNIT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Arizona, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The term of this Parking Addendum is as follows:  
Begins on \_\_\_\_\_, \_\_\_\_\_ and  
ending on \_\_\_\_\_, \_\_\_\_\_.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**RESIDENT AND OWNER AGREE AS FOLLOWS:**

3. You agree to properly register all vehicles with management. If you get a new or replacement vehicle you must notify us and complete a revised agreement.
4. If you are provided with a parking tag or sticker it must be properly installed and displayed.
5. Unless your vehicle(s) has been assigned a specific space(s) you may park in any available space(s) in the parking areas, with the exception of spaces reserved for a particular use or any marked handicap space, unless you possess a government issued handicap decal or similar signage.
6. If you are assigned a specific parking space(s) we shall assign you the space(s) and retain the right to change assigned spaces at our sole discretion.
7. You understand and accept that we have the right at any time, without notice, to tow unauthorized or non-registered vehicles from any parking space on the property.
8. You agree to use parking spaces in accord with the terms of the Lease and Community Rules.
9. Any vehicles which are improperly parked or are in violation of this addendum, the terms of the Lease or Community Rules will be towed at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).
10. You understand that we will not be held liable for any damage or theft that may occur while your vehicle(s) is parked on any part of the property. Upon signing this agreement you knowingly accept the risk of parking any vehicle(s) on the property.

11. Any action by you, any occupant, guest, or visitor that violates this addendum shall constitute a violation of the Lease Contract.
12. You understand and agree that any judgment of possession entered against you shall be a judgment for possession of any parking spaces which you are entitled to under this addendum. Once such judgment is rendered and executed upon you, you shall immediately remove all vehicles from the property parking areas. If you fail to remove your vehicle(s), we shall tow the vehicle(s) at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

**COST FOR PARKING:**

Resident agrees to pay a one-time fee of \$ \_\_\_\_\_ (includes applicable tax) per vehicle on or before the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. In alternative resident agrees to pay \$ \_\_\_\_\_ (includes applicable tax) monthly per vehicle due on or before the \_\_\_\_\_ day of the month. The monthly parking fee is included in the Description of Rent Elements subsection of the Rent and Charges paragraph of the Lease Contract. In the event the Description of Rent Elements is missing the total monthly rent authorized by this Addendum, the fees in this Addendum shall be incorporated by reference into the Description of Rent Elements set forth in the Rent and Charges paragraph of the Lease Contract. If no amount is filled in above, parking shall be free for properly registered and authorized vehicles.

Resident understands and accepts that all-parking rights and privileges will immediately be revoked in the case that Resident is \_\_\_\_\_ days delinquent in paying the required parking fee.

Resident agrees to pay \$ \_\_\_\_\_ NSF fee for all checks returned for non-sufficient funds.

**VEHICLE INFORMATION:**

**Vehicle 1**

Make: \_\_\_\_\_  
Model & Year: \_\_\_\_\_  
State: \_\_\_\_\_  
License Plate: \_\_\_\_\_  
Permit Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Parking Space: \_\_\_\_\_

**Vehicle 2**

Make: \_\_\_\_\_  
Model & Year: \_\_\_\_\_  
State: \_\_\_\_\_  
License Plate: \_\_\_\_\_  
Permit Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Parking Space: \_\_\_\_\_

**Vehicle 3**

Make: \_\_\_\_\_  
Model & Year: \_\_\_\_\_  
State: \_\_\_\_\_  
License Plate: \_\_\_\_\_  
Permit Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Parking Space: \_\_\_\_\_



13. SPECIAL PROVISIONS:

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**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner's Representative**  
*(signs below)*

**Date of Signing Addendum**

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**SAMPLE FORM**  
**NOT A VALID FORM**



**LEASE CONTRACT DATE:** \_\_\_\_\_

**OWNER'S NAME:** \_\_\_\_\_

**RESIDENTS (LIST ALL RESIDENTS):**


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**DWELLING UNIT DESCRIPTION.**

 Unit No. \_\_\_\_\_,  
 (street address) in \_\_\_\_\_ (city), Arizona, \_\_\_\_\_ (zip code).

Dear Resident(s):

We understand COVID-19, the coronavirus, has directly affected many of our residents. Some residents have experienced a loss of wages, incurred new medical expenses or been laid off from their place of employment as a result of the COVID-19 pandemic.

For those who have been directly affected by this virus, we are willing to enter into an agreement with you to provide temporary flexibility for paying rent and other sums that come due:  during the month of the Lease Contract term during which this Agreement is executed;  during the month of the Lease Contract term following the month in which this Agreement is executed; or  for the following period of time \_\_\_\_\_.

In order to qualify for the terms of this Agreement, you must provide written documentation of your loss of job, income, or other monetary hardship to us. This may be done via any method normally permitted under the Lease Contract. The determination of the sufficiency of such documentation to qualify for this Agreement is solely within our discretion.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we (as Owner) and you (as Resident) agree to a temporary payment plan for rent and other sums due as further described below. You agree to make payments as follows:

<b>Payment Item</b> (rent or other nonrent item)	<b>Current Due Date</b>	<b>Current Amount Due</b> (full or partial amount due)	<b>Date to be Paid</b>	<b>Amount To Be Paid</b>	<b>Balance Due</b> (if applicable)

You understand and agree that your failure to comply with this Agreement is a material breach by you of the Lease Contract and a default under the Default by Resident paragraph of the Lease Contract for which we may sue you for eviction and entitles us to pursue any and all other legal remedies.

We will not pursue eviction for nonpayment of rent if the terms of this Agreement are met. If you do not timely comply with payment provisions set forth herein, we may in our sole discretion pursue eviction for nonpayment of rent and any other remedy under the Lease Contract and state and/or local laws. To the fullest extent authorized by applicable state and local law, we do not waive any right to commence eviction proceedings against you for any breach of this Payment Plan Agreement or any other breach of the Lease Contract or state or local law.

Our choice to enforce, not enforce or delay enforcement of the due date or amount of any payment due under this Agreement or the Lease Contract isn't a waiver under any circumstances.

Nothing contained in this Agreement waives, limits, prejudices or adversely affects any of our rights, remedies or powers under the Lease, by statute, at law or in equity, all of which rights, remedies and powers are expressly reserved, and all other terms and conditions of the Lease Contract not in conflict with this Agreement shall remain in full force and effect.

Any and all terms and conditions of the Lease Contract that are not specifically amended herein remain in full force and effect.

**SPECIAL PROVISIONS.**

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**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner's Representative**  
*(Signs below)*

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**SAMPLE FORM**  
**NOT A VALID FORM**



**1. APARTMENT UNIT DESCRIPTION.**

Unit No. \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_ (city), Arizona, \_\_\_\_\_  
 \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Occupants (list all occupants):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** By signing this Addendum, you, without payment or other consideration, agree to grant us permission to use your likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

**A. CONSENT FOR MINOR OCCUPANTS.** By signing this Addendum, if any minor occupants are named above, you further certify that you are the parent, or legal guardian of the minor occupant(s) named above, and you, without payment or other consideration, agree to grant us permission to use their likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

**4. PHOTO AND VIDEO RELEASE.** You hereby grant us and our agents and affiliates (collectively, the "Released Parties") permission and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photographs or other electronic and/or digital media in any and all of our publications, including, without limitation, any website entries, advertising websites, and any other marketing materials. You understand and agree that these materials will become the property of the Released Parties and will not be returned. You agree to irrevocably authorize the Released Parties to edit, alter, copy, exhibit, publish, or distribute this media for any lawful purpose whatsoever including, without limitation, promotional and advertising uses. You waive the right to inspect or approve the finished product, including any written or electronic copy, wherein your likeness appears now or in the future. In addition, you waive any right to payment, royalties, or any other compensation arising or related to the use of the media.

**5. CONSENT TO USE YOUR NAME, LIKENESS, WRITTEN COMMENTS, AND STATEMENTS.** You are expressly agreeing to allow us to post your name, picture, written comments, and statements, and/or the names, pictures, written comments and statements of any minor occupants in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. You hereby grant the Released Parties permission and a license to use, reproduce, and publish any media on its website, social media platforms, or in other marketing-related materials, whether in electronic or print form.

**6. RELEASE OF LIABILITY.** You hereby release, hold harmless, and forever discharge us from any claims or causes of actions including, without limitation, any and all claims for libel or violation of any right of publicity or privacy, related to our use of the media in any and all of our publications, including any website entries, advertising websites, social media websites, and any other marketing material so long as the claim or cause of action does not result from our intentional misconduct or gross negligence. This consent and release shall be binding upon you and your heirs, legal representatives and assigns.

**7. REVOCATION.** You have the right to revoke your consent to our use of your name, picture, video, voice, written comments, or statement, and/or the name, picture, video, voice, written comments, or statement of any minor occupants, by written notice to us.

**8. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Resident or Residents**  
*(All residents must sign)*

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**Owner or Owner's Representative**  
*(signs below)*

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**Date of Signing Addendum**

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**SAMPLE FORM**  
**NOT A VALID FORM**



**APPROVAL OR DENIAL OF REASONABLE  
ACCOMMODATION AND/OR REASONABLE  
MODIFICATION REQUEST**

To: \_\_\_\_\_

Dear Resident or Applicant:

On \_\_\_\_\_ (date), you requested a reasonable accommodation and/or modification to the apartment located at Apt No. \_\_\_\_\_, \_\_\_\_\_, (street address) in \_\_\_\_\_ (city), Arizona, \_\_\_\_\_ (zip code).

**We have approved your request, as follows (check all that apply):**

**We will grant the following accommodation(s):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**We will allow the following modification(s):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The foregoing modification shall be made  at your expense  at our expense.**

**Other:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**After careful consideration, we have not approved your request because (check all that apply):**

Based on the information provided it does not appear that you are a person with a disability within the meaning of the Fair Housing Act.

The accommodation and/or modification you requested is either not reasonable and/or not necessary because:

We have concluded that the specific accommodation and/or modification that you are requesting will impose an undue financial and administrative burden on our operations or will create a substantial risk of harm to you or to other persons in the community.

We have concluded that the specific accommodation and/or modification you have requested will fundamentally alter the nature of services or resources that this community provides.

Based on the information provided, it does not appear that the accommodation and/or modification you have requested is related to your disability.

Based on the information provided, it does not appear that the accommodation and/or modification you have requested is necessary to allow you an equal opportunity to use and enjoy your housing.

**Other:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you feel we have made this decision in error, or if there is additional information you would like to provide us that you believe is relevant to our decision, we would like to discuss this matter with you. Please feel free to contact \_\_\_\_\_ [name of housing representative] to schedule an appointment. Note that if there are alternative accommodations and/or modifications that you believe would be equally as effective as the accommodation or modification we are unable to provide, we are happy to consider those as well in a follow up discussion.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Owner or Owner's Representative Signature**

**SAMPLE FORM  
NOT A VALID FORM**

**1. APARTMENT UNIT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_ (city),  
Arizona, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. EQUAL HOUSING OPPORTUNITY POLICY.** We provide rental housing on an equal opportunity basis. Consistent with this policy, we welcome persons with disabilities to our community and will not discriminate against any person because of his or her disability, or his or her association with anyone with a disability. In addition, we know that it may sometimes be necessary for persons with disabilities to be able to make modifications to their surroundings or to have accommodations made in our practices or procedures to enable them to fully enjoy and use their housing, and we have created the policy described herein to meet that need.

**4. PURPOSE OF POLICY.** A resident or applicant may be entitled under state and federal fair housing laws to a reasonable accommodation and/or reasonable modification when needed because of a disability of the resident, the applicant, and/or a person associated with a resident or applicant, such as a member of the household or frequent guest. The reasonable accommodation and/or reasonable modification must be necessary for the individual with the disability to have an equal opportunity to fully use and/or enjoy housing services offered to other residents and/or the individual dwelling unit. We will grant requests for accommodations or modifications that are reasonable and necessary because of a disability, would not impose an undue financial or administrative burden on our operations, and do not fundamentally alter the nature of services or resources we provide as part of our housing program.

**5. DEFINITIONS.**

**A. Disability.** The Federal Fair Housing Act defines a person with a disability to include: (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; or (3) individuals with a record of such an impairment.

**B. Reasonable Modifications.** A reasonable modification is a structural change made to existing premises, occupied or to be occupied, by a person with a disability, in order to afford such person full enjoyment of the premises. These are typically structural changes to interiors and exteriors of apartments and to common and public use areas, which are necessary to accommodate a person with a disability. Depending on the nature of the request, reasonable modifications are typically granted at the expense of the person requesting them.

**C. Reasonable Accommodation.** A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a apartment, including public and common areas.

**6. REQUESTS FOR REASONABLE MODIFICATIONS.**

**A. Generally.** If you are a resident or an applicant (i) with a disability, or (ii) with someone associated with you who has a disability, you have the right to request a reasonable modification to your apartment or the common areas, in accordance with fair housing laws, if such modifications may be necessary to allow you to have an equal opportunity to fully use and/or enjoy your apartment.

**B. Reasonable Modification Expenses.** Expenses for reasonable modifications, and restoration expenses, if applicable, of such modifications, shall be allocated in accordance with state and federal fair housing laws.

**C. Permission Required, Evaluation of Disability.** If you would like to request a reasonable modification to your apartment or the common areas of the community that is necessary because of a disability, you must first obtain permission from us. We prefer that you use the attached "Reasonable Accommodation and/ or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance in completing this form, please let us know, and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what specific modification is being sought. In addition, if the disability or the disability-related need for the modification is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the modification; however, we will only request information necessary to evaluate your request, and all information will be kept confidential.

**D. Reasonable Assurances.** Depending on the modification requested, we may require you to provide reasonable assurances that the modification will be done in a workmanlike manner and that any required building permits will be obtained. In some cases, any third-party retained to perform the modification may also have to be approved in writing by us, and be properly licensed and insured. During and upon completion of the modification, we may inspect the work in connection with our overall property management responsibilities. We will not increase your security deposit as a result of a modification request. However, when applicable, if you fail to restore the interior of the apartment to its original condition, excluding normal wear and tear, at the end of the tenancy, we may assess the cost of restoration against your security deposit and/ or final account upon move-out.

**E. Restoration Reimbursement.** At the end of your tenancy, you may be responsible to restore the interior of your apartment to its pre-modification condition at your expense, depending on the nature of the modification. Again, depending on the modification, we may request that you deposit sufficient funds for that restoration in an interest bearing escrow account to ensure any required restoration can be completed. Regardless of modification, you will remain responsible to pay for damage to your apartment in excess of ordinary wear and tear.

**F. Alternative Modification.** Depending on the circumstances, we may not be able to grant the exact modification you have requested and we may ask to discuss other alternatives with you.



**7. REQUESTS FOR REASONABLE ACCOMMODATIONS.**

**A. Generally.** We will make reasonable accommodations in our rules, policies, practices, and/or services, to the extent that such accommodations may be reasonably necessary to give you, as a disabled person, an equal opportunity to fully use and enjoy your apartment, and the public and common areas of the premises, and as otherwise required by law.

**B. Request for Accommodation, Evaluation of Disability.**

If you would like a reasonable accommodation that is necessary because of a disability, please submit a request to us, preferably using the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance completing this form please let us know and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what accommodation is being sought. In addition, if the disability is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the accommodation. We will only request information that is reasonably necessary for us to evaluate your request, and we will keep all information you provide confidential.

**C. Alternative Accommodation.** Depending on the circumstances, we may not be able to grant the exact accommodation you have requested and we may ask to discuss other alternatives with you.

**8. OWNER RESPONSIBILITY.** We will respond to all requests for a reasonable accommodation and/or modification in a timely manner. If we deny your request for a reasonable modification and/or accommodation, we will explain the reason for our denial and we will discuss with you whether there are alternative accommodations and/or modifications that we could provide that would meet your needs. We also are committed to entering into an interactive dialogue with you in relation to any request, and therefore agree to speak with you in relation to any request so that you have sufficient opportunity to provide us with any information you believe is relevant to our evaluation of your request for the modification(s) and/or accommodation(s).

**9. AMENDMENT TO POLICY.** This policy may be amended and updated at any time upon written notice to you. In addition, in the event of any conflict between this policy and/or state, local or federal law, the provisions of such law shall control.

If you have any questions about this policy, you should contact:

\_\_\_\_\_ by writing or calling:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Resident or Residents**  
*(All resident's must sign)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**  
*(Signs below)*

\_\_\_\_\_

**Date of Signing**

\_\_\_\_\_

NOT A VALID FORM

**REQUEST FOR REASONABLE ACCOMMODATION  
AND/OR MODIFICATION TO RENTAL UNIT**

DATE: \_\_\_\_\_

NAME OF RESIDENT or APPLICANT: \_\_\_\_\_

APARTMENT UNIT DESCRIPTION: Apt. No. \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_ (street address) in

\_\_\_\_\_ (city), Arizona, \_\_\_\_\_ (zip code).

You have requested a reasonable accommodation or reasonable modification with regard to your housing.

1. **Do you consider yourself to have a disability? NOTE: The Fair Housing Act defines a person with a disability to include individuals with a physical or mental impairment that substantially limits one or more major life activities.**

Yes       No       I don't know

2. **Please describe the reasonable accommodation and/or modification you are requesting (check all that apply):**

- I am requesting the following reasonable accommodation (a "reasonable accommodation" is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy an apartment, including public and common use spaces):

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- I am requesting the following reasonable modification to the premises (a "reasonable modification" is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises):

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3. **Please describe how the requested accommodation or modification is necessary because of your disability. You do not need to disclose any medical information or the nature or severity of the disability; we simply need to know how your requested accommodation and/or modification is necessary and related to your disability.**

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If we need additional information to evaluate your request, we will let you know. If we will need to seek verification of either the existence of the disability or the disability-related need for the accommodation and/or modification you have requested, we will ask that you identify a third-party who has familiarity with your disability in a professional setting to complete a verification form we will provide. You will also be asked to sign a release allowing said third-party to respond to the verification request.

**I hereby state that all of the information provided by me in this Request Form is true to the best of my knowledge and understanding.**

\_\_\_\_\_  
Resident or Applicant Signature\_\_\_\_\_  
Date

Dear Verifier:

\_\_\_\_\_ (property) provides reasonable accommodations and/or modifications to our residents with disabilities who have a disability-related need for the reasonable accommodation and/or modification. A reasonable accommodation is a change, exception, or adjustment made to a rule, policy, practice or service **that is necessary because of a disability** for the resident to have an equal opportunity to use and/or enjoy an apartment community. A “reasonable modification” is a physical and/or structural change to the apartment and/or common areas **that is necessary because of a disability** for the resident to have an equal opportunity to fully use and/or enjoy an apartment community. The signed release below authorizes you to provide the information requested on this form relating to the resident’s/applicant’s request for an accommodation and/or modification due to a disability.

**Name of Resident or Applicant (print):** \_\_\_\_\_

Request for Reasonable Accommodation and/or Modification (what specific accommodation and/or modification is the Resident or Applicant requesting?):

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**Signature of Resident or Applicant:** \_\_\_\_\_

*By signing this Verification Form, the person identified above has authorized the verifier identified below to provide answers to the questions below to the best of his/her knowledge, solely for the purpose of determining the disability-related need for the accommodation and/or modification requested.*

1. Is this Resident/Applicant disabled? State and federal laws define a person with a disability to include individuals with a physical or mental impairment that substantially limits one or more major life activities. This definition does not include the current illegal use of controlled substances.

Yes       No       I don't know

2. Please describe in what manner this disability substantially limits one or more of the Resident’s/Applicant’s major life activities (Do NOT reveal the specific NATURE OR SEVERITY of the individual’s disability):

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3. Does this Resident/Applicant need the accommodation and/or modification requested above to alleviate one or more symptoms of the person’s disability so that the person can have an equal opportunity to use and/or enjoy his/her housing?

Yes       No

4. If yes, please describe how this accommodation will enable the Resident/Applicant to use and/or enjoy this housing.

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5. Do you have (or have you in the past had) a therapeutic relationship with \_\_\_\_\_ with regard to this person's disability **for purposes other than verifying the stated need for an assistance animal in housing as a reasonable accommodation to that disability?**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Are you licensed in Arizona?

Yes       No, I am licensed in \_\_\_\_\_ (state)

My profession is not required to be licensed

\_\_\_\_\_  
Name and professional title of Verifier

\_\_\_\_\_  
Signature of Verifier

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**PLEASE RETURN THIS FORM TO:**

Name: \_\_\_\_\_

c/o: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Phone: \_\_\_\_\_

NOT A VALID FORM



**1. APARTMENT UNIT DESCRIPTION.**

Apt. No. \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_ (city), Arizona, \_\_\_\_\_  
\_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.**

- Remote control for gate access.** Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or other occupants will require a \$\_\_\_\_\_ non-refundable fee.
- Cards for gate access.** Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a \$\_\_\_\_\_ non-refundable fee.
- Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

**4. DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.**

- If a remote control is lost, stolen or damaged, a \$\_\_\_\_\_ fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$\_\_\_\_\_ deduction from the security deposit.
- If a card is lost, stolen or damaged, a \$\_\_\_\_\_ fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$\_\_\_\_\_ deduction from the security deposit.
- We may change the code(s) at any time and notify you accordingly.

**5. REPORT DAMAGE OR MALFUNCTIONS.** Please immediately report to the \_\_\_\_\_ office any malfunction or damage to gates, fencing, locks or related equipment.**6. FOLLOW WRITTEN INSTRUCTIONS.** We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.**7. PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE.** Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.**8. RULES IN USING VEHICLE GATES.**

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

**9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Resident or Residents**  
*(All residents must sign here)*

**Owner or Owner's Representative**  
*(signs here)*

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**Date of Lease Contract**

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**SAMPLE FORM**  
**NOT A VALID FORM**



**1. APARTMENT UNIT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Arizona, \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. CONCESSION/DISCOUNT AGREEMENT.** As consideration for your agreement to remain in your dwelling and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and or Discount. (Check all that apply)

**One-Time Concession.** You will receive a One-Time Concession off the base rent indicated in the Rent and Charges paragraph of the Lease Contract in the total amount of \$ \_\_\_\_\_. This Concession will be credited to your rent due for the month(s) of: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**Monthly Discount/Concession.** You will receive a Monthly Concession of \$ \_\_\_\_\_ per month off of the suggested rental rate for your dwelling. This monthly concession is included in the Description of Rent Elements subsection of the Rent and Charges paragraph of the Lease Contract. In the event the Description of Rent Elements is missing the total monthly concession authorized by this Addendum, the concession in this Addendum shall be incorporated by reference into the Description of Rent Elements set forth in the Rent and Charges paragraph of the Lease Contract.

**Other Discount/Concession.** You will receive the following discount off the rent indicated in the Rent and Charges paragraph of the Lease Contract:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Non-Monetary Concession.** You will receive the following non-monetary concession during the term of the Lease.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. CONCESSION CANCELLATION AND CHARGE-BACK.**

The concession and discounts indicated above are provided to you as an incentive and with the understanding that you will fulfill your obligations under the Lease Contract through the entire term of your Lease. If your lease is terminated early due to your default (for example, if you abandon the premises without paying rent or are evicted), this Concession/Discount Agreement will be immediately terminated, and you will be required to immediately repay to the Owner the amounts of all (Check all that apply):

- Concessions
- Discounts

that you have actually received for the months you resided in the Premises, and without further notice from us.

**5. BASE RENT.** The base rent for this dwelling is identified in the Rents and Charges paragraph of the Lease Contract. You acknowledge that the base rent is a fair representation of what the specific dwelling would actually rent for at the time the Lease Contract was negotiated and executed, and is reflective of the rent for a similar dwelling at comparable properties.

**6. SPECIAL PROVISIONS.** The following special provisions control over any conflicting provisions of this printed Addendum form or the Lease Contract.

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**Resident or Residents**  
(All resident's must sign)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**  
(Signs below)

\_\_\_\_\_  
**Date of Lease Contract**  
\_\_\_\_\_





**RENTAL APPLICATION FOR RESIDENTS AND OCCUPANTS**  
*(Each co-applicant and each occupant 18 years old and over must submit a separate application.)*



Date when filled out: \_\_\_\_\_

**APPLICANT INFORMATION**

Full Name *(Exactly as it appears on Driver's License or Govt. ID card)* \_\_\_\_\_

Former Name *(if applicable)* \_\_\_\_\_ Gender *(Optional)* \_\_\_\_\_

Birthdate \_\_\_\_\_ Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Government Photo ID card # \_\_\_\_\_ Type \_\_\_\_\_

Home Phone Number \_\_\_\_\_ Cell Phone Number \_\_\_\_\_ Work Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Marital Status:  single  married  widowed  separated Do you or any occupant smoke?  yes  no

I am applying for the apartment located at: \_\_\_\_\_

Is there another co-applicant?  yes  no

Co-applicant Name \_\_\_\_\_

Email \_\_\_\_\_

Co-applicant Name \_\_\_\_\_

Email \_\_\_\_\_

Co-applicant Name \_\_\_\_\_

Email \_\_\_\_\_

Co-applicant Name \_\_\_\_\_

Email \_\_\_\_\_

Co-applicant Name \_\_\_\_\_

Email \_\_\_\_\_

**OTHER OCCUPANTS**

Full Name \_\_\_\_\_ Relationship \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Government Photo ID card # \_\_\_\_\_ Type \_\_\_\_\_

Full Name \_\_\_\_\_ Relationship \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Government Photo ID card # \_\_\_\_\_ Type \_\_\_\_\_

Full Name \_\_\_\_\_ Relationship \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Government Photo ID card # \_\_\_\_\_ Type \_\_\_\_\_

Full Name \_\_\_\_\_ Relationship \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Government Photo ID card # \_\_\_\_\_ Type \_\_\_\_\_

Full Name \_\_\_\_\_ Relationship \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Government Photo ID card # \_\_\_\_\_ Type \_\_\_\_\_

NOT A VALID FORM



**RESIDENCY INFORMATION**

Current Home Address (where you live now)

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Do you  rent or  own?  
Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_ Monthly Payment

Apartment Name \_\_\_\_\_

Landlord/Lender Name \_\_\_\_\_ Phone \_\_\_\_\_

Reason for Leaving \_\_\_\_\_

(The following is only applicable if at current address for less than 6 months.)

Previous Home Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Do you  rent or  own?  
Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_ Monthly Payment

Apartment Name \_\_\_\_\_

Landlord/Lender Name \_\_\_\_\_ Phone \_\_\_\_\_

Reason for Leaving \_\_\_\_\_

**EMPLOYMENT INFORMATION**

Present Employer \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Work Phone \_\_\_\_\_  
Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_ Gross Monthly Income

Position \_\_\_\_\_

Supervisor Name \_\_\_\_\_ Phone \_\_\_\_\_

(The following is only applicable if at current employer for less than 6 months.)

Previous Employer \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Work Phone \_\_\_\_\_  
Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_ Gross Monthly Income

Position \_\_\_\_\_

Supervisor Name \_\_\_\_\_ Phone \_\_\_\_\_

**ADDITIONAL INCOME**

(Income must be verified to be considered)

Type \_\_\_\_\_ Source \_\_\_\_\_ \$ \_\_\_\_\_  
Gross Monthly Amount  
Type \_\_\_\_\_ Source \_\_\_\_\_ \$ \_\_\_\_\_  
Gross Monthly Amount

**CREDIT HISTORY (if applicable)**

If applicable, please explain any past credit problem:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RENTAL/CRIMINAL HISTORY**

(Check only if applicable)

Have you or any occupant listed in this Application ever:

- been evicted or asked to move out?
- moved out of a dwelling before the end of the lease term without the owner's consent?
- declared bankruptcy?
- been sued for rent?
- been sued for property damage?
- been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime?

Please indicate the year, location and type of each felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime other than those resolved by dismissal or acquittal. We may need to discuss more facts before making a decision. *You represent the answer is "no" to any item not checked above.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REFERRAL INFORMATION**

How did you find us?

- Online search. Website address: \_\_\_\_\_
- Referral from a person. Name: \_\_\_\_\_
- Social Media. Which one? \_\_\_\_\_
- Other \_\_\_\_\_

**EMERGENCY CONTACT**

Emergency contact person over 18, who will not be living with you:

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ Home Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_

Work Phone # \_\_\_\_\_ Email Address \_\_\_\_\_

**VEHICLE INFORMATION (if applicable)**

List all vehicles owned or operated by you or any occupants (including cars, trucks, motorcycles, trailers, etc.).

Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____
Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____
Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____
Make _____	Model _____	Color _____
Year _____	License Plate # _____	State _____

**PET INFORMATION (if applicable)**

You may not have any animal in your unit without management's prior authorization in writing. If we allow your requested animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges.

Name _____	Type _____	Breed _____
Gender _____	Weight _____	Color _____
Age _____	Assistance Animal Status: <input type="checkbox"/> yes <input type="checkbox"/> no	
Name _____	Type _____	Breed _____
Gender _____	Weight _____	Color _____
Age _____	Assistance Animal Status: <input type="checkbox"/> yes <input type="checkbox"/> no	

**APPLICATION AGREEMENT**

The following Application Agreement will be signed by you and all co-applicants prior to signing a Lease Contract. While some of the information below may not yet apply to your situation, there are some provisions that may become applicable prior to signing a Lease Contract. In order to continue with this application, you'll need to review the Application Agreement carefully and acknowledge that you accept its terms.

- 1. Lease Contract Information.** The Lease Contract contemplated by the parties will be the current Lease Contract. Special information and conditions must be explicitly noted on the Lease Contract.
- 2. Approval When Lease Contract Is Signed in Advance.** If you and all co-applicants have already signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease Contract, and then credit the application deposit of all applicants toward the required security deposit or other amounts owed under the Lease Contract when the Lease Contract has been signed by all parties.
- 3. Approval When Lease Contract Isn't Yet Signed.** If you and all co-applicants have not signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease Contract when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit or other amounts owed under the Lease Contract when the Lease Contract has been signed by all parties.
- 4. If you Fail to Sign Lease Contract After Approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Contract within 3 days after we give you our approval in person or by telephone or within 5 days after we mail you our approval. *If you or any co-applicant fails to sign as required, we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement.*
- 5. If You Withdraw Before Approval.** *If you or any co-applicant withdraws an Application or notifies us that you've changed your mind about renting the dwelling unit, we'll be entitled to retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.*
- 6. Approval/Non-Approval.** We will notify you whether you've been approved within 10 days after the date we receive a completed Application. Your Application will be considered "disapproved" if we fail to notify you of your approval within 10 days after we have received a completed Application. Notification may be in person or by mail or telephone unless you have requested that notification be by mail. You must not assume approval until you receive actual notice of approval. The 10-day time period may be changed only by separate written agreement.
- 7. Refund after Non-Approval.** If you or any co-applicant is disapproved or deemed disapproved under Paragraph 6, we'll refund all application deposits within 30 days of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
- 8. Extension of Deadlines.** If the deadline for signing, approving, or refunding under paragraphs 4, 6, or 7 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.

**APPLICATION AGREEMENT (CONTINUED)**

**9. Keys or Access Devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the Lease Contract and other rental documents; and (2) all applicable rents and security deposits have been paid in full.

**10. Application Submission.** Submission of a rental application does not guarantee approval or acceptance. It does not bind us to accept the applicant or to sign a Lease Contract.

**DISCLOSURES**

**1. Application Fee (Non-Refundable).** You agree to pay to our representative the non-refundable application fee in the amount indicated in paragraph 3. **Payment of the application fee does not guarantee that your application will be accepted.** The application fee partially defrays the cost of administrative paperwork. **It is non-refundable.**

**2. Application Deposit (may or may not be refundable).** In addition to any application fee(s), you agree to pay to our representative an application deposit in the amount indicated in paragraph 3. *The application deposit is not a security deposit.* The application deposit will be credited toward the required security deposit or other amounts owed under the Lease Contract when the Lease Contract has been signed by all parties; OR, it will be refunded under paragraph 7 of the Application Agreement if your application is not approved; OR, it will be retained by us as liquidated damages if you fail to sign or attempt to withdraw under paragraphs 4 or 5 of the Application Agreement.

**3. Fees Due. Your Rental Application will not be processed until we receive your completed Rental Application (and the completed Rental Application of all co-applicants, if applicable) and the following fees:**

- 1. Application fee (non-refundable): \$ \_\_\_\_\_
- 2. Application deposit (may or may not be refundable): \$ \_\_\_\_\_

**4. Completed Application.** Your Rental Application for Residents and Occupants will not be considered "completed" and will not be processed until we receive the following documentation and fees:

- 1. Your completed Rental Application;
- 2. Completed Rental Applications for each co-applicant (if applicable);
- 3. Application fees for all applicants;
- 4. Application deposit for the Unit.

**5. Notice to or from Co-Applicants.** Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicant is considered notice from all co-applicants.

**AUTHORIZATION AND ACKNOWLEDGMENT**

**AUTHORIZATION**

I authorize \_\_\_\_\_

(name of owner/agent) to obtain reports from any consumer or criminal record reporting agencies before, during, and after tenancy on matters relating to a lease by the above owner to me and to verify, by all available means, the information in this application, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Rental Application. Authority to obtain work history information expires 365 days from the date of this Application.

**Payment Authorization**

I authorize \_\_\_\_\_

(name of owner/agent) to collect payment of the application fee and application deposit in the amounts specified under paragraph 3 of the Disclosures.

**Non-Sufficient Funds and Dishonored Payments.**

If a check from an applicant is returned to us by a bank or other entity for any reason, if any credit card or debit card payment from applicant to us is rejected, or if we are unable, through no fault of our own or our bank, to successfully process any ACH debit, credit card, or debit card transaction, then:

- (i) Applicant shall pay to us the NSF Charge; and
- (ii) We reserve the right to refer the matter for criminal prosecution

**ACKNOWLEDGMENT**

You declare that all your statements in this Application are true and complete. You authorize us to verify the same through any means. If you fail to answer any question(s) or give false information, we may reject the application, retain all application fees and deposits as liquidated damages for our time and expense, and terminate your right of occupancy. Giving false information is a serious criminal offense. In lawsuits relating to the application or Lease Contract, the prevailing party may recover all attorney's fees and litigation costs from the losing party. We may at any time furnish information to consumer reporting agencies and other rental housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease Contract, the rules, and financial obligations.

\_\_\_\_\_  
Applicant's Signature Date

**FOR OFFICE USE ONLY**

\_\_\_\_\_  
Apt. name or dwelling address (street, city) Unit # or type

\_\_\_\_\_  
Person accepting application Phone

\_\_\_\_\_  
Person processing application Phone

Applicant or Co-applicant was notified by  telephone  letter  email, or  in person of  acceptance or  non-acceptance on \_\_\_\_\_

(Deadline for applicant and all co-applicants to sign lease is three days after notification of acceptance in person or by telephone, five days if by mail.)

Name of person(s) who were notified (at least one applicant must be notified if multiple applicants):

\_\_\_\_\_  
Name(s)

\_\_\_\_\_  
Name of owner's representative who notified above person(s)

**ADDITIONAL COMMENTS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LEASE ADDENDUM  
LIABILITY INSURANCE REQUIRED OF RESIDENT**

**1. APARTMENT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in,  
\_\_\_\_\_  
(city), Arizona \_\_\_\_\_  
(zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. ACKNOWLEDGMENT CONCERNING INSURANCE OR DAMAGE WAIVER.**

You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) or the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that paragraph 8 of the Lease Contract requires you to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$\_\_\_\_\_ per occurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance satisfying the requirements listed below, at your sole expense.

**4. REQUIRED POLICY.** You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of

\$\_\_\_\_\_ from a carrier with an AM Best rating of A-VII or better, licensed to do business in Arizona. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

**5. We may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.**

**6. SUBROGATION ALLOWED.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.

**7. YOUR INSURANCE COVERAGE.** You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request.

Insurance Company: \_\_\_\_\_  
\_\_\_\_\_

**8. DEFAULT.** Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law.

**9. MISCELLANEOUS.** Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.

**10. SPECIAL PROVISIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I have read, understand and agree to comply with the preceding provisions.**

**Resident or Residents**  
(All residents must sign here)

**Owner or Owner's Representative**  
(signs here)

**Date of Lease Contract**

**1. DWELLING UNIT DESCRIPTION.**

Unit No. \_\_\_\_\_,  
 \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_  
 \_\_\_\_\_ (city), Arizona, \_\_\_\_\_ (zip code) (the "Premises").

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This Addendum constitutes an Addendum to the above-described Lease Contract for the above-described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

Pursuant to A.R.S. § 33-1314(F), Resident may designate "the name and contact information of a person who is authorized by the resident to enter the resident's dwelling unit to retrieve and store the resident's property, including any pets residing therein, in the event of Resident's death." While the parties understand that this is an unpleasant possibility to contemplate, they agree that the need for such a designee may arise during the term of the Lease. With this in mind, Resident so designates the following individual ("Designee") for the purposes contemplated in this statute.

**Resident 1:** \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_ (Name of Designee)

\_\_\_\_\_  
 \_\_\_\_\_ (Full Address)

\_\_\_\_\_  
 \_\_\_\_\_ (Telephone Number)

This designation is (check one):  an initial designation or  an amendment to a previous designation. This designation is effective immediately upon delivery to Owner and supersedes and/or revokes any previous designation.

**Resident 2:** \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_ (Name of Designee)

\_\_\_\_\_  
 \_\_\_\_\_ (Full Address)

\_\_\_\_\_  
 \_\_\_\_\_ (Telephone Number)

This designation is (check one):  an initial designation or  an amendment to a previous designation. This designation is effective immediately upon delivery to Owner and supersedes and/or revokes any previous designation.

**Resident 3:** \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_ (Name of Designee)

\_\_\_\_\_  
 \_\_\_\_\_ (Full Address)

\_\_\_\_\_  
 \_\_\_\_\_ (Telephone Number)

This designation is (check one):  an initial designation or  an amendment to a previous designation. This designation is effective immediately upon delivery to Owner and supersedes and/or revokes any previous designation.

**Resident 4:** \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_ (Name of Designee)

\_\_\_\_\_  
 \_\_\_\_\_ (Full Address)

\_\_\_\_\_  
 \_\_\_\_\_ (Telephone Number)

This designation is (check one):  an initial designation or  an amendment to a previous designation. This designation is effective immediately upon delivery to Owner and supersedes and/or revokes any previous designation.

**Resident 5:** \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_ (Name of Designee)

\_\_\_\_\_  
 \_\_\_\_\_ (Full Address)

\_\_\_\_\_  
 \_\_\_\_\_ (Telephone Number)

This designation is (check one):  an initial designation or  an amendment to a previous designation. This designation is effective immediately upon delivery to Owner and supersedes and/or revokes any previous designation.

**Resident 6:** \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_ (Name of Designee)

\_\_\_\_\_  
 \_\_\_\_\_ (Full Address)

\_\_\_\_\_  
 \_\_\_\_\_ (Telephone Number)

This designation is (check one):  an initial designation or  an amendment to a previous designation. This designation is effective immediately upon delivery to Owner and supersedes and/or revokes any previous designation.

Further pursuant to this statute:

- (1) If Designee fails to respond to Management within ten (10) days of the initial written attempt to contact Designee or declines to take possession of Resident's personal property, Management may dispose of said property in accordance with the procedures set forth at A.R.S. § 33-1370.
- (2) Before removing any of Resident's personal property, Designee must present to Management a valid government-issued identification that confirms Designee's identity.
- (3) Designee shall have twenty (20) days from the date of initial written contact by the landlord or the last date for which rent is paid, whichever is longer, to remove items from the leased premises and return keys to Management during regular business hours (9:00 A.M. to 5:00 P.M.).

(4) Please note that by operation of law, by Management allowing the Designee to enter the property to remove personal property pursuant to this Addendum, Management has no further liability to Resident, Resident's estate, or Resident's heirs for lost, damaged, or stolen personal property items. If Resident's personal property is not entirely removed from the leased premises by Designee, Management may dispose of the property as set forth at A.R.S. § 33-1370.

**Resident or Residents**

*(All residents must sign)*

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**Owner or Owner's Representative**

*(signs below)*

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**Date of Signing Addendum**

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**SAMPLE FORM**  
**NOT A VALID FORM**





RESIDENT'S NOTICE OF INTENT TO MOVE OUT
To be delivered to owner's representative



APARTMENT UNIT DESCRIPTION. Apt. No. (street address) in (city), Arizona, (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: Owner's name:

Residents (list all residents):

Date you will move out and surrender premises:

- 1. CHANGES IN MOVE-OUT DATE. Under the Lease Contract, you must obtain our prior written approval to change or retract the move-out date.
2. DATE OF SURRENDER. Under the Lease Contract, you surrender the apartment unit for all purposes...
3. EARLY MOVE-OUT AND OTHER LEASE CONTRACT VIOLATIONS. Under the Lease Contract, our representative's receipt of this notice does not constitute approval...
4. HOLDOVER. If you stay beyond the move-out date, you will be subject to increased rent...
5. CLEANING. Under the Lease Contract, you must leave the apartment unit in a clean condition...
6. FORWARDING ADDRESSES. Please circle the forwarding address below where we should mail the security deposit refund...
7. RETAINING RECEIPT. After our representative signs and acknowledges receiving this notice, you should keep the bottom portion of this notice...
8. PROPER NOTICE. When you use this form, notice from one resident is notice from all...
9. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection...
10. REASONS FOR MOVING. (Optional)
11. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Your Signature or Signatures

Signature lines for residents

Your Forwarding Address (You must provide this information.)

Address lines for forwarding information

You may be contacted now at: Home phone: Work phone: Date when you delivered this notice:

FOR OFFICE USE ONLY
Owner's representative who received notice:
Date notice was received:
Move-out date was [ ] approved or [ ] disapproved

**Owner's Acknowledgment of Receiving Move-Out Notice**  
(To be copied, returned to and kept by residents)

We acknowledge receiving your notice of intent to move out of Unit. No. \_\_\_\_\_ in \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (name of apartment community),  
or street address (if house, duplex, etc.) \_\_\_\_\_

Date of intended move-out: \_\_\_\_\_ If move-out is approved, prorated rent (if any) through move-out date: \$ \_\_\_\_\_

If your move-out notice does not comply with the Lease Contract and we haven't given you a written release of your obligations under the Lease Contract, your right of occupancy will end on the move-out date and you will continue to be liable for all sums due until the Lease Contract or renewal period expires, as defined by the Lease Contract.

You are encouraged to reconsider your decision to move out, but at our option, we will have the right to rely on your notice and may enter into Lease Contracts with others for commencement on the day after your move-out date. Our remedies for early move-out, nonpayment, and other Lease Contract violations will not be waived or diminished by our receipt or acceptance of your move-out notice.

Check only one of the following:

- We acknowledge receipt of your move-out notice. We do not approve it or release you from liability under the Lease Contract. However, we are entitled to rely on your notice for purposes of reletting your apartment unit to others.
- We acknowledge receipt of your move-out notice, but we do not have enough information at this time to approve or disapprove it. Therefore, your notice is presumed disapproved until we notify you otherwise.
- We approve the move-out date stated above, and your Lease Contract term will end on that date.

Date notice received by our representative: \_\_\_\_\_ Signature of our representative: \_\_\_\_\_

**NOT A VALID FORM**  
**SAMPLE**



## LEASE CONTRACT AMENDMENT TO ADD OR CHANGE A ROOMMATE DURING LEASE TERM

*(This amendment is not intended for use after the original lease term has expired.)*

Date: \_\_\_\_\_  
(when this Amendment is filled out)

**1. PURPOSE OF AMENDMENT.** This is an Amendment to the Lease Contract dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year) between (owner) \_\_\_\_\_

\_\_\_\_\_ and ("residents") (list all original residents in paragraph 1 of Lease Contract)

\_\_\_\_\_ on the apartment located at \_\_\_\_\_, in \_\_\_\_\_, Arizona. The purpose of this Amendment is to (check one or both):  add a new resident, or  delete an existing resident who is moving or has already moved out.

**2. NEW RESIDENT.**

\_\_\_\_\_ ("new resident") may move into the apartment as a resident under the Lease Contract.

**3. OLD RESIDENT.**

\_\_\_\_\_ ("old resident") (check one)  has moved out or  will move out. Upon move-out, old resident may no longer live in the apartment. The old resident  is or  is not released from the obligation to perform under the Lease Contract. If the old resident is not released, he or she will continue to be obligated to perform under the Lease Contract if the new or remaining residents fail to perform their obligations under the Lease Contract.

**4. REMAINING RESIDENTS.** The residents who earlier signed the Lease Contract and are not moving out ("remaining residents") will continue to be obligated to perform under the Lease Contract.

**5. CHANGEOVER DATE.** New resident may move in on \_\_\_\_\_, \_\_\_\_\_ (year) ("change-over date"). Old resident will move out before that date.

**6. SECURITY DEPOSIT.** The security deposit will be handled as follows (check one or more as appropriate):

- Old resident will transfer his or her share of the existing security deposit to new resident, and new resident will be entitled to old resident's undivided share of any security deposit refund at the end of the Lease Contract term or renewal period, less lawful deductions.
- Old resident will not transfer his or her share of the existing security deposit to new resident.

Old resident will be entitled to a refund of \$\_\_\_\_\_ of the existing security deposit within 30 days after old resident moves out (less lawful deductions), and such amount will be mailed to old resident at the forwarding address below.

Old resident will be entitled to be a co-payee of any security deposit refund, less lawful deductions, within 30 days after all residents move out at the end of the Lease Contract term.

New resident will pay \$\_\_\_\_\_ to owner as an extra general security deposit, in addition to existing security deposits being held by owner.

**7. GUARANTORS.** New resident will (check one):

have the following guarantor(s) guarantee the Lease Contract: \_\_\_\_\_; or

not have any guarantor guarantee the Lease Contract.

Any guarantor for old resident will (check one of the following if old resident has a guarantor):

continue to be liable under the Lease Contract until the end of the original Lease Contract term; or

be released from liability under the guaranty when this Amendment becomes effective.

**8. DAMAGES AND CHARGES.** New resident accepts the apartment in the condition existing at the beginning of the Lease Contract term according to the move-in inventory signed by the original residents. Security deposit deductions, if any, will be made regardless of whether damages or charges occurred before or after the changeover date and regardless of which resident, occupant, or guest may have been at fault.

**9. EXISTING KEYS.** Old resident (check one)  has turned over or  will turn over his or her key(s) and access device(s) to (check one)  new resident,  remaining residents,  owner, or  not applicable.

**10. REKEYING.** The apartment has a keyless deadbolt (keyless bolting device) on each exterior entry door. Owner is not required to rekey keyed locks when roommates are added or changed; but new resident and remaining residents can request rekeying at their expense. New resident and remaining residents (check one)  do or  do not request that exterior door(s) be rekeyed when old resident moves out. If neither is checked, no rekeying is requested. If requested, the rekeying charge will be \$\_\_\_\_\_.

**11. EFFECTIVE DATE.** This Amendment becomes effective when all of the following occur (except to the extent that owner has waived any requirement in writing):

- new resident has completed and signed a Rental Application;
- any guarantors required under paragraph 7 have completed, signed, and returned a Lease Contract Guaranty to owner;
- owner has approved the Rental Application of new resident and the Guaranty by any guarantor;
- new resident complies with paragraph 6 regarding security deposits; and
- this Amendment is signed by all parties.

**12. SIGNATURES ON LEASE CONTRACT UNNECESSARY.**

When this Amendment becomes effective, new resident's name and signature will be deemed as inserted in paragraph 1 and on the last page of the Lease Contract. Therefore, it will not be necessary for anyone to sign or initial the Lease Contract itself. Signature of a resident who has already moved out in violation of the Lease Contract is not necessary.

**13. BINDING AGREEMENT.**

New resident and any guarantor acknowledge(s) that he or she has received a copy of the Lease Contract or has read it. New resident agrees to be bound by the Lease Contract just as if he or she signed the Lease Contract at the beginning of the Lease Contract term.

**14. SPECIAL PROVISIONS.** \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signatures**

**Printed name of person signing**

\_\_\_\_\_  
Owner or owner's representative

\_\_\_\_\_

\_\_\_\_\_  
Remaining resident (not moving out)

\_\_\_\_\_

\_\_\_\_\_  
Remaining resident (not moving out)

\_\_\_\_\_

\_\_\_\_\_  
Remaining resident (not moving out)

\_\_\_\_\_

\_\_\_\_\_  
Remaining resident (not moving out)

\_\_\_\_\_

\_\_\_\_\_  
Remaining resident (not moving out)

\_\_\_\_\_

\_\_\_\_\_  
New resident (who is moving in)

\_\_\_\_\_

\_\_\_\_\_  
Old resident (who is moving out)

\_\_\_\_\_

\_\_\_\_\_  
Old resident's forwarding address (street, city, state, zip)

\_\_\_\_\_

SAMPLE FORM  
NOT A VALID FORM



**LEASE CONTRACT ADDENDUM  
FOR SATELLITE DISH OR ANTENNA**

Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased apartment, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

**1. APARTMENT UNIT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Arizona, \_\_\_\_\_  
(zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Residents (list all residents):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. NUMBER AND SIZE.** You may install \_\_\_\_\_ satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

**4. LOCATION.** Your satellite dish or antenna must be located: (1) inside your apartment; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

**5. SAFETY AND NON-INTERFERENCE.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

**6. SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF APARTMENT.** You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your apartment (on a balcony, patio, etc.), the signals received by it may be

transmitted to the interior of your apartment only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the apartment; or (5) any other method approved by us in writing.

**7. SAFETY IN INSTALLATION.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

**8. MAINTENANCE.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

**9. REMOVAL AND DAMAGES.** You must remove the satellite dish or antenna and all related equipment when you move out of the apartment. In accordance with the Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

**10. LIABILITY INSURANCE.** You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$\_\_\_\_\_, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

**11. SECURITY DEPOSIT.** An additional security deposit of \$\_\_\_\_\_ will be charged. We (check one)  will consider or  will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract (check one)  does or  does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

**12. WHEN YOU MAY BEGIN INSTALLATION.** You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

**13. MISCELLANEOUS.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

**14. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Resident or Residents**  
*(All residents must sign here)*

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**Owner or Owner's Representative**  
*(signs here)*

---

**Date of Lease Contract**

---

**SAMPLE FORM**  
**NOT A VALID FORM**



**1. APARTMENT UNIT DESCRIPTION.**

Apt. No. \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_ (city), Arizona, \_\_\_\_\_  
 \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** We recognize that you have special circumstances that require a short-term Lease Contract. By entering this Addendum with you, we have agreed to modify the terms of your Lease Contract to allow more flexibility in your lease term and move-out notice.

**4. LEASE CONTRACT TERMS.** The language of the Lease Terms paragraph of the Lease Contract is deleted in its entirety and replaced by the language in this Addendum:

The initial term of the Lease Contract begins on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), and ends at 11:59 p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year).

The Lease Contract, as amended by this Addendum, does not automatically renew. The Lease Contract will terminate on the date indicated above, unless you provide us with a written request to renew or extend the Lease Contract term **and** we give you written or electronic approval of your request.

**5. WAIVER AND MODIFICATION OF MOVE-OUT NOTICE.** The language of the Move-Out Notice paragraph of the Lease Contract is deleted in its entirety and replaced by the language in this Addendum:

We agree to waive the move-out notice required to be given by you prior to the end of the Lease Contract term. As a courtesy, we request that you provide us with a written notice of your move-out date.

Moving out prior to the end of the Lease Contract term will not release you from liability for the full term of the Lease Contract, any renewal term(s), and/or lease extensions. You will still be liable for the entire Lease Contract term if you move out early (Early Move-Out paragraph), except as otherwise expressly set forth in the Lease Contract.

**6. SHOWING THE UNIT.** We may begin showing your unit to prospective residents 30 days before your Lease Contract term ends, per the When We May Enter paragraph of the Lease Contract.

**7. OTHER RIGHTS UNCHANGED.** Except as otherwise expressly set forth in this Addendum, all other contractual rights and obligations of both you and us under the Lease Contract remain unchanged.

**8. OBLIGATION TO VACATE.** You have an obligation to vacate the apartment at the end of the Lease Contract term. Please contact us if moving out by the end of the Lease Contract term becomes a problem for you. You may be able to extend your Lease Contract term if we have not already relet the apartment to others. We and any successor residents who may be leasing your unit will be relying on your moving out per the Lease Contract termination date. Therefore, you may not hold over beyond such a date without our written or electronic consent—even if it means you have to make plans for temporary lodging elsewhere. **You will be subject to the terms and conditions of the Default by Resident paragraph of the Lease Contract should you hold over.**

**9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this form:

\_\_\_\_\_  
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**10. SEVERABILITY.** If any provision of this Addendum or Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

**Resident or Residents**  
(All residents must sign)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Owner or Owner's Representative**  
(signs below)

\_\_\_\_\_

**Date of Signing Addendum**

\_\_\_\_\_



# STUDENT LEASE GUARANTY AGREEMENT

Do not sign this Guaranty Agreement unless you understand that you have the same liability as all residents for rent and other money owed.



## LEASE INFORMATION

### About the Lease:

Owner's name (or name of apartments): \_\_\_\_\_

OR Floorplan: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Resident name: \_\_\_\_\_

Rent for the term: \$ \_\_\_\_\_

Installment amount: \$ \_\_\_\_\_

Street address: \_\_\_\_\_

Number of installments: \_\_\_\_\_

Beginning date of Lease: \_\_\_\_\_

Unit No.: \_\_\_\_\_

Ending date of Lease: \_\_\_\_\_

Bedroom No.: \_\_\_\_\_ (if available)

## GUARANTOR INFORMATION Use for one guarantor only.

### About the Guarantor:

Full name (exactly as on driver's license or govt. ID card): \_\_\_\_\_

Phone: \_\_\_\_\_

Alternative number or cell phone: \_\_\_\_\_

Current address: \_\_\_\_\_

Email address: \_\_\_\_\_

- Scope of Liability.** Each guarantor must submit and execute a separate Guaranty Agreement. Termination of your obligation to guarantee the Lease applies only to future liabilities of the resident. You will remain fully liable for all sums owed to us by the resident, including damages, until all Lease obligations are fulfilled. You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed to from time to time between resident(s) and us. The term "you" in this Guaranty Agreement refers to the guarantor.
- Our Remedies.** If we delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it a waiver of our rights against you. Our remedies against the resident apply to guarantors as well. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable.
- Location of Performance and Payments.** This Guaranty Agreement is part of the Lease and must be performed in the county where the dwelling unit is located. Payments under this Guaranty Agreement must be made in accordance with the Lease.
- Your Information.** You represent that all information submitted by you on this Guaranty Agreement is true and complete. You must inform us of any change of address. We may require this document to be notarized. You authorize verification of your information by consumer reports, rental-history reports, and other means. You acknowledge that our privacy policy is available to you. You agree the information provided may be used for business purposes.
- Notice.** You acknowledge that we have the right, but not the obligation, to provide you with any notices under the Lease, including notice of default by resident, either at the address of the unit or the address listed on this Guaranty Agreement.
- Signature.** A fax or electronic signature on this Guaranty Agreement will be binding as an original signature. You do not need to sign or be named in the Lease, only this Guaranty Agreement.
- Copy of Lease.** We recommend that you obtain a copy of the Lease and read it. This Guaranty Agreement applies even if you don't do so. We will give you a copy of the Lease if you request one in writing.

**8. Your Acknowledgments.** You acknowledge that by signing this Guaranty you unconditionally and fully guarantee all obligations under the Lease, including all rent and charges, late fees, property damage, repair costs, animal-rules-violation charges, reletting charges, and all other sums which may become due under the Lease. Furthermore, you agree and acknowledge that you will remain responsible for any charges authorized by the terms of the lease, including continuing rent and other re-occurring charges, should there be any holdover beyond the expiration of the initial lease term.

**9. Severability.** If any provision of this Guaranty Agreement is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Guaranty Agreement.

**10. Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

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\_\_\_\_\_

Signature of Guarantor (electronic signature documented if blank)

Date Guaranty Agreement is Executed

After signing, please return this Guaranty Agreement to: \_\_\_\_\_

at (street address or P.O. Box ) \_\_\_\_\_

Our telephone number is: \_\_\_\_\_

**You are entitled to a copy of this Guaranty Agreement when it is fully signed. Keep it in a safe place.**

### FOR OFFICE USE ONLY

Signature of Guarantor was verified by owner's representative.

Verification was by  phone OR  in person OR  virtual.

Date(s) of verification: \_\_\_\_\_

Telephone numbers called (if applicable): \_\_\_\_\_

Owner's representative who talked to Guarantor: \_\_\_\_\_



## STUDENT LEASE GUARANTY APPLICATION AND AGREEMENT

*Do not sign this Guaranty unless you understand that you have the same liability as the resident for rent and other money owed.*

### LEASE INFORMATION

**About the Lease:**

Owner's name (or name of apartments): \_\_\_\_\_

**OR** Floorplan: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Resident name: \_\_\_\_\_

Rent for the term: \$ \_\_\_\_\_

Street address: \_\_\_\_\_

Installment amount: \$ \_\_\_\_\_

Number of installments: \_\_\_\_\_

Unit No.: \_\_\_\_\_

Beginning date of Lease: \_\_\_\_\_

Bedroom No.: \_\_\_\_\_ (if available)

Ending date of Lease: \_\_\_\_\_

### GUARANTOR INFORMATION *Use for one guarantor only.*

**About the Guarantor:**

Full name (exactly as on driver's license or govt. ID card): \_\_\_\_\_

Birthdate: \_\_\_\_\_

Driver's license # and state: \_\_\_\_\_

Current address: \_\_\_\_\_

**OR** govt. photo ID card #: \_\_\_\_\_

Marital status: \_\_\_\_\_ Gender (optional): \_\_\_\_\_

Phone: \_\_\_\_\_

Total number of dependents under the age of 18 or in college: \_\_\_\_\_

Alternative number or cell phone: \_\_\_\_\_

Do you own **OR** rent your home? \_\_\_\_\_ If renting, name of apartments: \_\_\_\_\_

Email address: \_\_\_\_\_

Manager's name: \_\_\_\_\_ Phone: \_\_\_\_\_

Your Social Security #: \_\_\_\_\_

What relationship are you to the resident(s)? \_\_\_\_\_

Are you or your spouse a guarantor for any other lease? \_\_\_\_\_

If so, how many? \_\_\_\_\_

**Your Work:**

Current employer: \_\_\_\_\_

Email address: \_\_\_\_\_

Employer's address: \_\_\_\_\_

How long with this employer?: \_\_\_\_\_

Work phone: \_\_\_\_\_

Position: \_\_\_\_\_

Alternative phone: \_\_\_\_\_

Your gross monthly income is: \$ \_\_\_\_\_

Supervisor's name: \_\_\_\_\_ Phone: \_\_\_\_\_

**Your Credit and Rental History:**

Your bank's name: \_\_\_\_\_

an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime? Please explain: \_\_\_\_\_

City/State: \_\_\_\_\_

List major credit cards: \_\_\_\_\_

To your knowledge, have you, your spouse, or any resident listed in this Guaranty ever:  been asked to move out?  broken a rental agreement?  declared bankruptcy? or  been sued for rent?

To your knowledge, has any resident listed in this Guaranty ever:  been sued for property damage?  been convicted (or received

**Authorization and Acknowledgment:**

You authorize: \_\_\_\_\_

(name of owner/agent) to obtain reports from any consumer or criminal record reporting agencies before, during, and after residency on matters relating to a lease by the above owner and to verify, by all available means, the information in this Guaranty, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Guaranty. Authority to obtain work history information expires 365 days from the date of this Guaranty. You agree the information provided may be used for business purposes.

1. **Scope of Liability.** Each guarantor must submit and execute a separate Guaranty. Termination of your obligation to guarantee the Lease applies only to future liabilities of the resident. You will remain fully liable for all sums owed to us by the resident, including damages, until all Lease obligations are fulfilled. You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed to from time to time between resident(s) and us. The term "you" in this Guaranty refers to the guarantor.
2. **Our Remedies.** If we delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it a waiver of our rights against you. Our remedies against the resident apply to guarantors as well. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable.
3. **Location of Performance and Payments.** This Guaranty is part of the Lease and must be performed in the county where the dwelling unit is located. Payments under this Guaranty must be made in accordance with the Lease.
4. **Your Information.** You represent that all information submitted by you on this Guaranty is true and complete. You must inform us of any change of address. We may require this document to be notarized. You authorize verification of your information by consumer reports, rental-history reports, and other means. You acknowledge that our privacy policy is available to you. You agree the information provided may be used for business purposes.
5. **Notice.** You acknowledge that we have the right, but not the obligation, to provide you with any notices under the Lease, including notice of default by resident, either at the address of the unit or the address listed on this Guaranty.
6. **Signature.** A fax or electronic signature on this Guaranty will be binding as an original signature. You do not need to sign or be named in the Lease, only this Guaranty.
7. **Copy of Lease.** *We recommend that you obtain a copy of the Lease and read it.* This Guaranty applies even if you don't do so. We will give you a copy of the Lease if you request one in writing.
8. **Your Acknowledgments.** *You acknowledge that by signing this Guaranty you unconditionally and fully guarantee all obligations under the Lease, including all rent and charges, late fees, property damage, repair costs, animal-rules-violation charges, reletting charges, and all other sums which may become due under the Lease. Furthermore, you agree and acknowledge that you will remain responsible for any charges authorized by the terms of the lease, including continuing rent and other re-occurring charges, should there be any holdover beyond the expiration of the initial lease term.*
9. **Severability.** If any provision of this Guaranty is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Guaranty.

**10. Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

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\_\_\_\_\_  
Signature of Guarantor (*electronic signature documented if blank*)

\_\_\_\_\_  
Date Guaranty is Executed

After signing, please return this Guaranty to: _____ _____ at (street address or P.O. Box ) _____ _____ Our telephone number is: _____ <b><i>You are entitled to a copy of this Guaranty when it is fully signed. Keep it in a safe place.</i></b>
---

<b>FOR OFFICE USE ONLY</b> Signature of Guarantor was verified by owner's representative. Verification was by <input type="checkbox"/> phone <b>OR</b> <input type="checkbox"/> in person <b>OR</b> <input type="checkbox"/> virtual. Date(s) of verification: _____ Telephone numbers called ( <i>if applicable</i> ): _____ Owner's representative who talked to Guarantor: _____ _____
---

**SAMPLE FORM**  
**NOT A VALID FORM**





Date: \_\_\_\_\_  
(when this Application is filled out)

1. **SUPPLEMENTAL INFORMATION.** The purpose of this Supplemental Rental Application is to determine whether you qualify for affordable rental housing under a government regulated affordable housing program. It is very important that you answer all questions fully and accurately.
2. **EMPLOYMENT UPDATE.** Present employer: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Position: \_\_\_\_\_

3. **HOUSEHOLD COMPOSITION.** List all persons, including yourself, who will be living in your household.

Number of Persons	Full Name	Relationship	Age	Student Status
1 (Head of Household)				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
2				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
3				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
4				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
5				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
6				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A

Does anyone live with you now who is not listed above?  Yes  No. Does anyone plan to live with you in the future who is not listed above?  Yes  No. If you answered "Yes" to any question, please explain: \_\_\_\_\_

Are any of the household members listed above: Foster children?  Yes  No Live-in attendants?  Yes  No

4. **ANNUAL INCOME.** List all income of all adults and persons in your household, including those under 18 (except for income earned from employment by persons under the age of 18).

<i>Gross Monthly Income Source: Indicate whether anyone in your household receives income from the following</i>	Applicant	Co-Applicant	Other Household Members	Total
Salary <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Overtime Pay <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Commissions and Fees <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Tips and Bonuses <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Interest and/or Dividends <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Net Income from Business <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Net Rental Income <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Social Security, Pensions, Retirement Funds, etc., Received Periodically <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Support from Parents or Relatives <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Unemployment Benefits <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Workers' Compensation, etc <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Court Ordered Child Support or Alimony (regardless whether paid) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
AFDC/TANF <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Other: <input type="checkbox"/> Yes <input type="checkbox"/> No (explain)	\$	\$	\$	\$

5. **ASSETS.** List all assets of all adults and persons in your household, including those under the age of 18.

**TOTAL \$**

Listing of All Assets	Cash Value	Annual Interest, Dividends or Rent from Assets	Name of Financial Institution or Description of Asset	Account Number
Checking Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Savings Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Credit Union Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Stocks, Bonds or Mutual Funds <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Real Estate or Home <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
IRA/Keough Account <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Retirement/Pension Fund <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Trust Fund <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Mortgage Note Held <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Whole Life Insurance Cash Value <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Other: <input type="checkbox"/> Yes <input type="checkbox"/> No (explain)	\$	\$		

6. **CERTIFICATION.** By signing this Supplemental Rental Application, you as the applicant are certifying that all the above information is true and correct. You are consenting to disclosure of income and financial information from your employer(s) and any financial institutions where your assets are kept. You certify that you have not disposed of any assets for less than fair market value in the last two years preceding the date of this application.

7. **RECERTIFICATION.** If this form is being used for recertification and you have changed employment during the past year, you must complete the "Your Work" section of the NAA Rental Application.

**Applicant**

**Date of Signing Application**

**Co-Applicant**

**Date of Signing Application**



### SUPPLEMENTAL RENTAL APPLICATION FOR NON-U.S. CITIZENS

Each co-resident and each occupant 18 years old and over who is not a U.S. citizen must submit a separate application. Spouses may submit a joint application.



We are requesting you to fill out this Supplemental Rental Application because you have indicated that you are not a U.S. citizen. We are asking all applicants who are not U.S. citizens to fill out this form. We are committed to compliance with fair housing laws and do not discriminate based on race, color, religion, sex, national origin, handicap or familial status. The purpose of this form is:

1. to give you the option to furnish information about an emergency contact person for you in your home country;
2. to verify that you are lawfully in the United States;
3. to determine whether your right to be in the U.S. expires during your Lease Contract term; and
4. to enable us to better cooperate with government officials in the performance of their duties, when requested.

We don't anticipate sharing this Supplemental Application with anyone except government officials who might inquire about you.

ABOUT YOU	YOUR SPOUSE
Your full name (exactly as on any card or document issued by U.S. Citizenship and Immigration Services (USCIS): _____	Your full name (exactly as on any card or document issued by U.S. Citizenship and Immigration Services (USCIS): _____
Your place of birth. Please indicate the city, state (region, province, etc.) and country: _____ _____	Your place of birth. Please indicate the city, state (region, province, etc.) and country: _____ _____
Country or countries of which you are a citizen (list all): _____ _____	Country or countries of which you are a citizen (list all): _____ _____
Approximately how long have you been in the United States? Years: _____ Months: _____	Approximately how long have you been in the United States? Years: _____ Months: _____
Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country? <input type="checkbox"/> Yes <input type="checkbox"/> No	Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please state when and what country or countries (list all): _____	If yes, please state when and what country or countries (list all): _____
Person in your home country whom we may contact in event of an emergency (optional). Name: _____	Person in your home country whom we may contact in event of an emergency (optional). Name: _____
Relationship: _____	Relationship: _____
Mailing address: _____ _____	Mailing address: _____ _____
Email address: _____	Email address: _____
Phone: _____	Phone: _____
Please check the U.S. Citizenship and Immigration Services (USCIS) document that entitles you to be in the United States:	Please check the U.S. Citizenship and Immigration Services (USCIS) document that entitles you to be in the United States:
<input type="checkbox"/> Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint). Card number: _____	<input type="checkbox"/> Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint). Card number: _____
<input type="checkbox"/> Form I-766 Employment Authorization Document (form includes photo and fingerprint). Expiration date: _____ Card number: _____	<input type="checkbox"/> Form I-766 Employment Authorization Document (form includes photo and fingerprint). Expiration date: _____ Card number: _____
<input type="checkbox"/> Form I-94 Global Entry Form (form does not include photo or fingerprint). Expiration date: _____ Form Number: _____	<input type="checkbox"/> Form I-94 Global Entry Form (form does not include photo or fingerprint). Expiration date: _____ Form Number: _____
<input type="checkbox"/> USCIS receipt for replacement of one of the above documents, with verification by USCIS of your entitlement to the above.	<input type="checkbox"/> USCIS receipt for replacement of one of the above documents, with verification by USCIS of your entitlement to the above.
If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below.	If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below.
Country issuing your passport: _____	Country issuing your passport: _____
Your passport number: _____	Your passport number: _____
Expiration date: _____	Expiration date: _____
Do you have a visa? <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you have a visa? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, what type? <input type="checkbox"/> student <input type="checkbox"/> work <input type="checkbox"/> visitor <input type="checkbox"/> other (specify): _____	If yes, what type? <input type="checkbox"/> student <input type="checkbox"/> work <input type="checkbox"/> visitor <input type="checkbox"/> other (specify): _____
Visa expiration date: _____	Visa expiration date: _____

We may ask to make a photocopy of any of the USCIS documents checked above and, if needed, your passport and visa.

Applicant's signature \_\_\_\_\_  
Spouse's signature \_\_\_\_\_  
Date \_\_\_\_\_

**OTHER OCCUPANTS AND RESIDENTS**

Names of all persons under 18 and other adults who will occupy the unit.

**OTHER OCCUPANTS/RESIDENT** Your full name (exactly as on any card or document issued by U.S. Citizenship and Immigration Services (USCIS): \_\_\_\_\_

Your place of birth. Please indicate the city, state (region, province, etc.) and country: \_\_\_\_\_

Country or countries of which you are a citizen (list all): \_\_\_\_\_

Approximately how long have you been in the United States?  
 Years: \_\_\_\_\_ Months: \_\_\_\_\_

Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country?  Yes  No  
 If yes, please state when and what country or countries (list all): \_\_\_\_\_

Person in your home country whom we may contact in event of an emergency (optional).  
 Name: \_\_\_\_\_  
 Relationship: \_\_\_\_\_  
 Mailing address: \_\_\_\_\_  
 Email address: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Please check the U.S. Citizenship and Immigration Services (USCIS) document that entitles you to be in the United States:

Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint).  
 Card number: \_\_\_\_\_

Form I-766 Employment Authorization Document (form includes photo and fingerprint).  
 Expiration date: \_\_\_\_\_  
 Card number: \_\_\_\_\_

Form I-94 Global Entry Form (form does not include photo or fingerprint).  
 Expiration date: \_\_\_\_\_  
 Form Number: \_\_\_\_\_

USCIS receipt for replacement of one of the above documents, with verification by USCIS of your entitlement to the above.

If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below.

Country issuing your passport: \_\_\_\_\_  
 Your passport number: \_\_\_\_\_  
 Expiration date: \_\_\_\_\_

Do you have a visa?  Yes  No  
 If yes, what type?  student  work  visitor  other (specify): \_\_\_\_\_

Visa expiration date: \_\_\_\_\_

**OTHER OCCUPANTS/RESIDENT** Your full name (exactly as on any card or document issued by U.S. Citizenship and Immigration Services (USCIS): \_\_\_\_\_

Your place of birth. Please indicate the city, state (region, province, etc.) and country: \_\_\_\_\_

Country or countries of which you are a citizen (list all): \_\_\_\_\_

Approximately how long have you been in the United States?  
 Years: \_\_\_\_\_ Months: \_\_\_\_\_

Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country?  Yes  No  
 If yes, please state when and what country or countries (list all): \_\_\_\_\_

Person in your home country whom we may contact in event of an emergency (optional).  
 Name: \_\_\_\_\_  
 Relationship: \_\_\_\_\_  
 Mailing address: \_\_\_\_\_  
 Email address: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Please check the U.S. Citizenship and Immigration Services (USCIS) document that entitles you to be in the United States:

Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint).  
 Card number: \_\_\_\_\_

Form I-766 Employment Authorization Document (form includes photo and fingerprint).  
 Expiration date: \_\_\_\_\_  
 Card number: \_\_\_\_\_

Form I-94 Global Entry Form (form does not include photo or fingerprint).  
 Expiration date: \_\_\_\_\_  
 Form Number: \_\_\_\_\_

USCIS receipt for replacement of one of the above documents, with verification by USCIS of your entitlement to the above.

If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below.

Country issuing your passport: \_\_\_\_\_  
 Your passport number: \_\_\_\_\_  
 Expiration date: \_\_\_\_\_

Do you have a visa?  Yes  No  
 If yes, what type?  student  work  visitor  other (specify): \_\_\_\_\_

Visa expiration date: \_\_\_\_\_

We may ask to make a photocopy of any of the USCIS documents checked above and, if needed, your passport and visa.

Date: \_\_\_\_\_  
(when this Amendment is filled out)

**1. APARTMENT UNIT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
(city), Arizona, \_\_\_\_\_  
(zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

You acknowledge that the ownership of or need for the support or service animal does not entitle you to permit the animal to bother, threaten or harm other residents or persons without cause. While in common areas the animal must be supervised

and the resident must retain control of the animal at all times. Resident is responsible for the proper disposal of animal waste. You acknowledge that if the animal violates the rules in the Animal Addendum or community rules, we have the right to evict both you and the support or service animal, as well as exercise other remedies under the lease.

The resident is responsible for the care of the support or service animal. In the event the support or service animal is sick or injured and you are unavailable to seek treatment for the animal, we will have the right (but not the duty) to contact a veterinarian and incur on your behalf any necessary veterinarian charges to render aid or treatment to the animal.

We will not charge a security deposit for your support or service animal. You will, however, be liable for any damages that this animal may cause.

**3. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**You are legally bound by this document. Please read it carefully.**

**Resident or Residents**  
(All residents must sign)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**  
(Signs below)

\_\_\_\_\_  
**Date of Signing Addendum**  
\_\_\_\_\_



**SURETY BOND ADDENDUM**  
*Becomes part of Lease Contract*Date: \_\_\_\_\_  
(when this Addendum is filled out)

This Addendum constitutes an Addendum to the Lease Contract, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

We require that you provide us with a security deposit to protect us from any damage or other losses that may occur during the time you lease the apartment. You may choose to reduce or eliminate the security deposit by purchasing a surety bond from another company. If you purchase a surety bond, the bond will be available to us for recovery of any damage or other loss. Also, if you choose the surety bond, the agreement between you and the surety company will not be part of this lease agreement.

THE MONEY YOU PAY THE SURETY COMPANY IS NOT A SECURITY DEPOSIT AND IS NOT REFUNDABLE. FURTHERMORE, EVEN IF WE MAKE NO CLAIM AGAINST THE SURETY BOND, YOU WILL NOT BE ENTITLED TO ANY REFUND OF THE SURETY BOND PREMIUM AT THE END OF THE LEASE TERM.

If you purchase a surety bond, you will have obligations to the surety that are separate and independent from the duties you have to us under this Lease Contract. YOU WILL NOT BE RELEASED FROM YOUR OBLIGATIONS TO US, EXCEPT TO THE EXTENT THAT WE RECEIVE PAYMENTS FROM THE SURETY WHICH SATISFY YOUR OBLIGATIONS TO US. Specifically, if the surety does not pay the total amount of damage or other loss that we experience (including legal fees), you will be required to pay us for the remaining amount.

**Resident or Residents**  
*(All residents must sign here)*

**Owner or Owner's Representative**  
*(signs here)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date of Lease Contract**

**NOT A VALID FORM**

**SURETY BOND ADDENDUM**  
*Becomes part of Lease Contract*Date: \_\_\_\_\_  
(when this Addendum is filled out)

We require that you provide us with a security deposit to protect us from any damage or other losses that may occur during the time you lease the apartment. You may choose to reduce or eliminate the security deposit by purchasing a surety bond from another company. If you purchase a surety bond, the bond will be available to us for recovery of any damage or other loss. Also, if you choose the surety bond, the agreement between you and the surety company will not be part of this lease agreement.

THE MONEY YOU PAY THE SURETY COMPANY IS NOT A SECURITY DEPOSIT AND IS NOT REFUNDABLE. FURTHERMORE, EVEN IF WE MAKE NO CLAIM AGAINST THE SURETY BOND, YOU WILL NOT BE ENTITLED TO ANY REFUND OF THE SURETY BOND PREMIUM AT THE END OF THE LEASE TERM.

If you purchase a surety bond, you will have obligations to the surety that are separate and independent from the duties you have to us under this Lease Contract. YOU WILL NOT BE RELEASED FROM YOUR OBLIGATIONS TO US, EXCEPT TO THE EXTENT THAT WE RECEIVE PAYMENTS FROM THE SURETY WHICH SATISFY YOUR OBLIGATIONS TO US. Specifically, if the surety does not pay the total amount of damage or other loss that we experience (including legal fees), you will be required to pay us for the remaining amount.

**Resident or Residents**  
*(All residents must sign here)*

**Owner or Owner's Representative**  
*(signs here)*

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**Date of Lease Contract**

**NOT A VALID FORM**

# SUSTAINABLE LIVING ADDENDUM



### 1. DWELLING UNIT DESCRIPTION.

Unit No. \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
\_\_\_\_\_ (city), Arizona, \_\_\_\_\_ (zip code).

### 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents - leaseholders and occupants):  
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Occupants:  
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This Addendum constitutes an Addendum to the above-described Lease Contract for the above-described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** This Addendum will provide requirements and guidelines that are beneficial to improve the quality of the Community's social, environmental, and economic impact for all. All Residents are required to sign this Addendum.

**4. ENERGY EFFICIENCY.** The following are guidelines recommended to reduce overall energy consumption and reduce electricity/gas expenses.

**Thermostat Settings.** During the winter months, Energy.gov (<https://www.energy.gov/>) recommends setting your thermostat to 68°F while you are awake and setting it lower while you are asleep or away from home. Considerations should be made for extremely cold temperatures as to avoid freezing pipes.

During the summer months, with central air conditioning, Energy.gov recommends setting the thermostat to 78°F while you are occupying the apartment and need cooling and setting the thermostat higher while you are away. Energy.gov recommends that you set your thermostat at as high a temperature as comfortably possible and ensure humidity control if needed.

Please note that the thermostat settings listed above are only recommended guidelines and that the appropriate thermostat setting will depend upon weather conditions and the size and layout of your unit.

**Lighting and Light Bulbs.** Use natural light when possible. Consider replacing standard incandescent light bulbs with energy-saving compact fluorescent light bulbs (CFLs) or light-emitting diodes (LEDs).

**Appliances.** We strongly encourage the use of appliances that have the ENERGY STAR label or other energy-efficient labeling.

**Conserve Electricity.** Consider unplugging chargers for power tools, mobile phones, laptops, televisions, and other electronic devices when not in use, or when you plan to be away from the apartment for an extended period of time.

### 5. WATER EFFICIENCY - REQUIREMENTS AND SUGGESTIONS.

The following requirements and suggestions will help reduce overall water consumption at the Community.

#### Requirements.

- Residents are required to report leaks to owner immediately to prevent damage, conserve water, and manage water/sewer costs.
- The apartment may come equipped with water saving fixtures and appliances, including, but not limited to, showerheads, toilets, faucets, dishwashers, and washing machines. Residents are required to receive written approval from us prior to replacing or altering any of these fixtures/appliances.

#### Suggestions.

- Every drop counts! Turn off water when shaving, washing hands, and brushing your teeth.
- When doing laundry, also consider only washing full loads. When washing small loads, be sure to use the appropriate water level setting.

### 6. WASTE AND RECYCLING - REQUIREMENTS AND SUGGESTIONS.

The following requirements and suggestions will help reduce overall waste consumption and reduce waste expenses.

#### Requirements.

- All Residents are required to dispose of waste and recyclables in the appropriate containers in accordance with the Owner's Rules and Regulations, in addition to any applicable local ordinances.
- Per common practice, the following materials are generally not recyclable: Styrofoam, window glass and mirrors, electronic waste (TVs and computers), motor oil containers, yard waste, chemicals, cleaning products or solutions, chemical containers, shredded paper, plastic bags, ceramics or dishes, food waste, scrap metal, monitors.

#### Suggestions.

- For materials that are not recyclable, we recommend finding ways to reduce and reuse those items. Visit <https://www.plasticfilmrecycling.org> for additional information.
- We encourage you to contact your local Waste Industries branch or recycling center to find a list of accepted materials for your recycling center.

**7. INDOOR ENVIRONMENT AND WELLNESS.** The following are guidelines which promote the quality of the indoor environment and wellness:

- This Community  is  is not a smoke-free environment. If the Community is a smoke-free environment, then no smoking or vaping is allowed anywhere in the Community, at any time. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum* which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons. Please refer to the No-Smoking Addendum for further information.
- Owner provides common area cleaning using only products that have the Green Cleaning® seal or a similar green certification. Owner recommends that Residents also use like products in the cleaning of their units.

**8. SEVERABILITY.** If any provision of this Addendum to the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum to the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum to the Lease Contract while preserving the intent of the parties.

**9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Resident or Residents**  
*(All residents must sign)*

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**Owner or Owner's Representative**  
*(signs below)*

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**Date of Signing Addendum**

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**NOT A VALID FORM**







# TEMPE, ARIZONA APARTMENT LEASE CONTRACT ADDENDUM



### 1. DWELLING UNIT DESCRIPTION.

Unit No. \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
\_\_\_\_\_  
(city), Arizona, \_\_\_\_\_ (zip code).

### 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
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Residents (list all residents):

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This Addendum is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Resident and Owner for the purpose of modifying and adding to the Apartment Lease Contract executed by and between the Resident and Owner on \_\_\_\_\_. The Resident and Owner hereby agree to the following modifications and additions to the Apartment Lease Contract. This Addendum constitutes an Addendum to the Lease Contract for the described premises on page 1, paragraph 1 (Parties) of the Lease Contract, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. The TEMPE RENTAL HOUSING STANDARDS ACKNOWLEDGMENT paragraph of the Apartment Lease Contract is added to the Apartment Lease Contract.

A. TEMPE RENTAL HOUSING STANDARDS ACKNOWLEDGMENT. Upon signing this Tempe Apartment Lease Contract, a resident is entitled to receive a copy of the informational material provided by the City of Tempe concerning rental housing standards. By signing this Tempe Apartment Lease Contract, the resident acknowledges receipt of such material. An electronic version of the form is available at: <https://www.tempe.gov/government/community-development/code-compliance/renting-in-tempe>.

4. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

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**Resident or Residents**  
*[All residents must sign]*

**Owner or Owner's Representative**  
*(Signs below)*

**Date of Lease Contract**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



## Safety & Security

All rental units in Tempe are required to meet the following minimum conditions:

**SMOKE DETECTORS** – Working smoke detector required in each unit at all times.

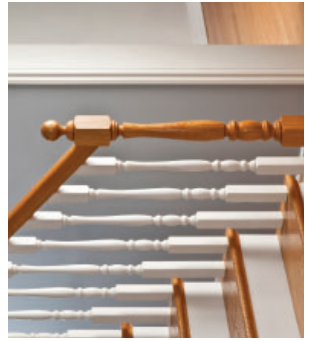
**HAND RAILS** – Hand rails in sound condition required for each stairway with four or more risers.

**GUARDRAILS** – Necessary for all stairways, balconies or porches more than 30 inches above the ground; openings must be small enough to prohibit a round object at least 7 inches in diameter from passing through or under.

**LOCKS** – Locking devices required for exterior swinging or sliding doors and on all windows designed to be opened and accessible from the outside.

**EYE VIEWER/WINDOW** – Every main entrance door must have an eye viewer or an adjacent window that allows a view of the area directly in front of the door.

**LIGHTING** – Specific lighting required in complexes of more than four units, public stairwells, parking lots, exterior entrances and postal box areas for safety purposes. Call for specific information on these requirements.



## Additional Resources

Better Business Bureau 602-264-1721

Community Legal Services 480-833-1442

Fair Housing Office 480-350-8950

Landlord/Tenant Hotline 602-256-3517

Slumlord Hotline-  
County Attorney 602-372-7586

Tempe Municipal Courts 480-350-8271

Tempe Community  
Action Agency 480-350-5880

In addition to the City of Tempe's Rental Housing Code the State of Arizona regulates residential rental properties in the Arizona Revised Statutes Chapters 12 and 33. A provision of A.R.S. §33 requires that all rental properties be registered with the Maricopa County Assessor's Office and that a local agent be designated for each property. For more information on this requirement or to determine if a rental property has been registered, contact the Maricopa County Assessor's Office at **602-506-3406** or visit [www.maricopa.gov/assessor](http://www.maricopa.gov/assessor)

# Tempe Rental Housing Code



## Code Compliance

# Why a Rental Housing Code?

While most property owners, landlords and property management companies do their best to maintain rental units in safe and healthy conditions, others may neglect needed repairs on their properties. Exterior conditions such as peeling paint, curling roof shingles and dead landscaping may have a negative effect on surrounding property values and discourage neighborhood pride. Interior conditions such as adequate cooling and heating, proper plumbing, and correct electrical connections are necessary to secure the well-being and safety of tenants.

The City of Tempe's Rental Housing Code was adopted in January 1998 to ensure that rental housing units, both single- and multi-family units, remain free of deteriorated and slum-like conditions. The code was not designed to settle landlord-tenant disputes.

This brochure provides a summary of Tempe's Rental Housing Code requirements. For more information or a complete copy of the Rental Housing Code, call **480-350-4311** or visit [www.tempe.gov/code](http://www.tempe.gov/code).



# Sanitation & Cleanliness

**PERSONAL CLEANLINESS FACILITIES** – Sanitary facilities adequate for personal cleanliness are required for every rental housing unit and must be properly installed and maintained, including: flush toilets, lavatory basins, bathtubs/showers, hot water service of at least 110 degrees, water-seal traps and reasonable water pressure (not less than one gallon-per-minute).

**KITCHEN SANITATION** – Kitchen sink, oven, stove and refrigerator are required and must be in sound condition; reasonable water pressure and water-seal traps required; countertops, pantries and cupboards shall be free from holes, breaks or cracks and the surface must be easily cleanable.

**OUTLETS & LIGHTING** – Every habitable room shall have two outlets and either a permanent light fixture or a third outlet controlled by a wall switch; permanent light fixtures required in each laundry room, bathroom and kitchen.

**HEATING & COOLING** – Permanently installed heating facilities, able to provide a temperature of at least 70 degrees, and cooling devices, able to provide adequate cooling (dependent upon the unit type), are required. No oven, stove, range or unvented combustion heater may be used for the purpose of heating a unit.

**DOORS, WINDOWS & VENTILATION** – Specific requirements for doors, windows and ventilation are enumerated in the Rental Housing Code. As a summary, each unit is required to have weather-tight exterior doors and windows that provide adequate light and ventilation. Any unit cooled by an evaporative cooler that is not equipped with upducts shall have at least one openable exterior opening that is screened. All screens must be in good condition, free from holes, tears or other imperfections.

**INTERIOR SURFACES & FLOORING** – Interior surfaces should be free from peeling paint, holes, cracks or breaks, and floor coverings should be free from tripping hazards and in good condition.

**EXTERIOR CONDITIONS** – Exterior conditions should provide weather-tight, watertight and vermin-proof conditions. Roof coverings should be free of broken, rotted, split or missing



materials, and exterior painted surfaces should be free of loose, cracked, scaling, chipping or peeling paint. All landscaping needs to be maintained and shall not present a deteriorated or slum-like appearance.

**POOLS & SPAS** – Swimming pools and spas should be properly maintained and not present a safety hazard. Stagnant water and insect infestation is not permitted on any rental premises. Every supplied facility, piece of equipment or utility shall be so constructed, installed and maintained that it will function safely and effectively and remain in sound condition.

**TRASH & DEBRIS** – Accumulations of junk, trash, litter, debris, or junk vehicles are not allowed on premises within the City of Tempe.

All residential rental units within the City of Tempe are subject to a 2 percent sales tax. For more information, please contact Tax and License at 480-350-4311.

This brochure provides a summary of Tempe's Rental Housing Code. For more information, questions or to register a complaint, contact us at:

**Code Compliance**  
**Phone: 480-350-4311**  
[www.tempe.gov/code](http://www.tempe.gov/code)

This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated \_\_\_\_\_ between \_\_\_\_\_

("We" and/or "we" and/or "us") and \_\_\_\_\_

("You" and/or "you") of Unit No. \_\_\_\_\_ located at \_\_\_\_\_

(street address) in \_\_\_\_\_ and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

a) **Water** service to your apartment will be paid by you either:

- directly to the utility service provider; or
- water bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - 3rd party billing company if applicable \_\_\_\_\_

b) **Sewer** service to your apartment will be paid by you either:

- directly to the utility service provider; or
- sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - 3rd party billing company if applicable \_\_\_\_\_

c) **Gas** service to your apartment will be paid by you either:

- directly to the utility service provider; or
- gas bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - 3rd party billing company if applicable \_\_\_\_\_

d) **Trash** service to your apartment will be paid by you either:

- directly to the utility service provider; or
- trash bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - 3rd party billing company if applicable \_\_\_\_\_

e) **Electric** service to your apartment will be paid by you either:

- directly to the utility service provider; or
- electric bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - 3rd party billing company if applicable \_\_\_\_\_

f) **Stormwater** service to your apartment will be paid by you either:

- directly to the utility service provider; or
- stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - 3rd party billing company if applicable \_\_\_\_\_

g) **Cable TV** service to your apartment will be paid by you either:

- directly to the utility service provider; or
- cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - 3rd party billing company if applicable \_\_\_\_\_

h) **Master Antenna** service to your apartment will be paid by you either:

- directly to the utility service provider; or
- master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - 3rd party billing company if applicable \_\_\_\_\_

i) **Internet** service to your apartment will be paid by you either:

- directly to the utility service provider; or
- internet bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - 3rd party billing company if applicable \_\_\_\_\_

j) **Pest Control** service to your apartment will be paid by you either:

- directly to the utility service provider; or
- pest control bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - 3rd party billing company if applicable \_\_\_\_\_

k) (Other) \_\_\_\_\_ service to your apartment will be paid by you either:

- directly to the utility service provider; or
- bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
  - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
  - 3rd party billing company if applicable \_\_\_\_\_

- l) (Other) \_\_\_\_\_ service to your apartment will be paid by you either:
- directly to the utility service provider; or
  - bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
  - "2" - Calculation of your total water use based on sub-metering of hot water
  - "3" - Calculation of your total water use based on sub-metering of cold water
  - "4" - Flat rate per month
  - "5" - Allocation based on the number of persons residing in your apartment unit
  - "6" - Allocation based on the number of persons residing in your apartment unit using a ratio occupancy formula
  - "7" - Allocation based on square footage of your apartment unit
  - "8" -Allocation based on a combination of square footage of your apartment unit and the number of persons residing in your apartment unit
  - "9" - Allocation based on the number of bedrooms in your apartment unit
  - "10" - Allocation based on a lawful formula not listed here
- (Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within \_\_\_\_\_ days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	\$ _____	(not to exceed \$ _____)
Monthly Administrative Billing Fee:	\$ _____	(not to exceed \$ _____)
Late Fee:	\$ _____	(not to exceed \$ _____)
Final Bill Fee:	\$ _____	(not to exceed \$ _____)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

- 4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the apartment. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your apartment and may charge a reasonable administration fee for billing for the utility service in the amount of \$\_\_\_\_\_.
- 5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
- 6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the apartment unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions, or fluctuations.
- 7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
- 8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
- 9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
- 10. Pursuant to A.R.S. § 33-1314.01, we may alter the method by which utilities are charged, whether under submetering or via a ratio utility billing system, after providing you with ninety (90) days' advance written notice of the intended changes.
- 11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.
- 12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

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Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Management _____	Date _____

**NOT A VALID FORM**  
**SAMPLE**



**1. APARTMENT UNIT DESCRIPTION.**

Apt. No. \_\_\_\_\_,  
 \_\_\_\_\_  
 \_\_\_\_\_ (street address) in  
 \_\_\_\_\_  
 (city), Arizona, \_\_\_\_\_  
 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: \_\_\_\_\_  
 Owner's name: \_\_\_\_\_

Residents (list all residents):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** In consideration of your agreeing to rent a washer and dryer from us and by signing this Addendum, you agree to the terms and conditions set forth herein.

**4. OWNER SUPPLIED WASHER AND DRYER.**

**A. Washer and Dryer Rental Fees.** We agree to rent to you a washer and dryer for the sum of \$\_\_\_\_\_ per month, beginning on \_\_\_\_\_ and expiring concurrently with the above referenced Lease Contract, including any renewal periods.

You shall pay the monthly washer and dryer rental amount in advance and without demand, as additional rent, along with your monthly rent payment. If any monthly washer and dryer rent is not paid on or before the due date, we or our agent(s) reserve the right to remove the equipment, as provided by law.

**B. Identification of Washer and Dryer.** You are entitled to exclusive use of a:

- Full Size
- Stackable
- Other: \_\_\_\_\_

Washer Model/Serial Number:  
 \_\_\_\_\_

Dryer Model/Serial Number:  
 \_\_\_\_\_

The washer/dryer set will hereinafter collectively be referred to as the "equipment." You acknowledge that you have inspected the equipment, and have found the same to be in good working condition free from any defect or mechanical issue. You further acknowledge that the equipment is for your use and in consideration of your agreement to pay washer and dryer rent. We are the owner of the equipment, and you shall not remove the equipment from the apartment. Removal

of the equipment from the apartment without our prior written consent will constitute theft, and result in our reporting to law enforcement and pursuit of both criminal and civil penalties against you.

**C. Responsibility for Damages.** You agree to immediately report any and all repairs or maintenance needed to the equipment to us. You will be responsible for any damages to our property, or to the personal property of others, if you fail to promptly report needed repairs or maintenance, and such needed repairs or maintenance not being able to be carried out causes damage to our property, or to the personal property of others. Except as may otherwise be prohibited by law, (1) you are responsible for any damage caused by a leaking washer, and will be billed by us for such damage; (2) we are not liable for any damage caused by the equipment; (3) you agree to waive any and all claims, liabilities and actions of any nature you may ever have against us and our agents for the delivery, repair, maintenance or removal of equipment unless such claims arise from any proximately caused negligence or intentional act committed by us or our agents; and (4) you agree to indemnify and to hold us and our agents harmless from and/or for any and all damages of any nature or kind arising from your willful or negligent misuse of the equipment.

**D. Insurance.** At all times you must carry renter's insurance that provides insurance coverage for damage to your personal belongings from accidental water discharge from the equipment or other causes. The insurance must also provide coverage for any potential liability, due to your fault, for water or other damage to other units and to personal property of others. You must verify with your insurance agent that such coverages are included in your policy and must furnish us a copy of the policy upon our request.

**5. ACCESS TO WASHER AND DRYER; EMERGENCIES.**

You agree to allow our agent(s) access to the apartment and the equipment for the purpose of delivery, repair, maintenance, replacement or removal of the equipment. You agree to make any necessary preparations, including clearing a path to the laundry closet and securing all pets. Additionally, without advanced notice, you agree to allow our agent(s) access to the apartment and the equipment in the event of an emergency, as provided by law.

**6. RESIDENT USE AND MAINTENANCE OF WASHER AND DRYER.**

You agree to use the equipment for normal household purposes, to use diligence in using the equipment, and to take proper care of the equipment. An equipment operations manual will be provided to you upon your request. You acknowledge that you know how to operate the equipment. You are liable to us for all damages to the equipment beyond normal wear and tear including, but not limited to, scratches, dents, dings and costs for repairs. You must pay us for all damages to the equipment upon demand. If not previously paid, we will assess the cost of equipment rent and damages to the equipment against your security deposit and/or final account upon move-out. If you remove the equipment from the apartment, you shall pay us the actual cost of replacing the equipment.

**7. ADDITIONAL PROVISIONS.**

You agree that sums and charges owed under this Addendum are additional rent. Violation of this Addendum including, but not limited to, your failure to pay monthly equipment rent is a breach of the Lease Contract, and we shall have all remedies available including termination of the Lease Contract and eviction. In addition, upon your failure to pay equipment rent, we shall have the right to remove the equipment, as provided by law. You shall remain liable for all amounts due under this Addendum until you vacate the apartment, including holding over or month-to-month periods, and all provisions of this Addendum will remain in full force and effect during such periods.

**8. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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**Resident or Residents**  
*(All residents must sign)*

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**Owner or Owner's Representative**  
*(signs below)*

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**Date of Signing Addendum**

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**SAMPLE FORM**  
**NOT A VALID FORM**





# Fast Facts: 2021 Debt Collection COVID-19 Interim Final Rule

**Interim Final Rule:** The Bureau's Interim Final Rule (IFR) amends Regulation F to require that debt collectors provide written notice to certain consumers about temporary eviction protections under the Centers for Disease Control and Prevention (CDC)'s eviction moratorium and prohibit a debt collector from misrepresenting that a consumer is ineligible for eviction protection under the moratorium.

**Effective date:** May 3, 2021

**Comments due:** 15 days after the date of publication in the Federal Register. Detailed information on how to submit comments can be found in the IFR.

**Available at:** <https://www.consumerfinance.gov/rules-policy/final-rules/debt-collection-practices-global-covid-19-pandemic-regulation-f/>

**About this document:** The Bureau has issued an IFR to amend Regulation F at 12 CFR 1006. This document generally provides a high-level overview of the topics covered in the IFR. Note that the Bureau's 2020 Debt Collection Rules will not yet be in effect by the IFR's effective date and accordingly, the IFR revises Regulation F as it currently exists.

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This is a Compliance Aid issued by the Consumer Financial Protection Bureau. The Bureau published a Policy Statement on Compliance Aids, available at <https://www.consumerfinance.gov/policy-compliance/rulemaking/final-rules/policy-statement-compliance-aids/>, that explains the Bureau's approach to Compliance Aids.

## Coverage

Entity or article	Description in IFR	Location in Regulation F and FDCPA
Debt Collectors	<p>The IFR applies to debt collectors as defined in the Fair Debt Collection Practices Act (FDCPA).</p> <p>The term debt collector is generally defined in the FDCPA as any person who uses any instrumentality of interstate commerce or mail in any business the principal purpose of which is the collection of debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due, or asserted to be owed or due, to another.</p>	<p>1006.9(a)</p> <p>FDCPA section 803(6)</p>
Consumer	<p>The IFR applies to consumers as defined in the FDCPA.</p> <p>A consumer is defined in the FDCPA as any natural person obligated or allegedly obligated to pay any debt.</p>	<p>1006.9(b)(1)</p> <p>FDCPA section 803(3)</p>
Debt	<p>The IFR applies to debt as defined in the FDCPA.</p> <p>Debt is defined in the FDCPA as any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services that are the subject of the transaction are primarily for personal, family, or household purposes, whether or not the obligation has been reduced to judgment.</p>	<p>1006.9(b)(1)</p> <p>FDCPA section 803(5)</p>
CDC Order	<p>The IFR added a definition of CDC Order to Regulation F.</p> <p>As defined, the CDC Order means the order issued by the Centers for Disease Control and Prevention titled <a href="#">Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19</a> (86 FR 16731 (Mar. 31, 2021)).<sup>1</sup></p> <p>The CDC Order generally prohibits a landlord, owner of a residential property, or other person with a legal right to pursue</p>	<p>1006.9(b)(2)</p>

<sup>1</sup>The CDC Order will remain in effect until June 30, 2021, unless extended, modified, or rescinded. In the event the CDC further extends the CDC Order, the Bureau expects the IFR will continue to be in effect until the expiration of any such extension.

eviction (including an agent or attorney acting on behalf of a landlord or owner) from evicting any covered person from any residential property for non-payment of rent in any jurisdiction in which the Order applies during the effective period of the Order.

The IFR added a definition of eviction notice to Regulation F.

Eviction Notice	The term eviction notice is defined as the earliest written notice that the laws of any State, locality, territory, or tribal area require to be provided to a consumer before an eviction action against the consumer may be filed.	1006.9(b)(3)
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## Conduct

Topic	Required, prohibited, or optional conduct	Location in Regulation F
Prohibition against misrepresentations about the CDC Order	<p>A debt collector must not falsely represent or imply to a consumer that the consumer is ineligible for temporary protection from eviction under the CDC Order.</p> <p>This requirement is applicable:</p> <ul style="list-style-type: none"> <li>▪ During the effective period of the CDC Order;</li> <li>▪ In any jurisdiction in which the CDC Order applies; and</li> <li>▪ In connection with the collection of a debt.</li> </ul>	1006.9(c)(2)
Requirement to disclose the CDC Order	<p>Before filing an eviction action for non-payment of rent against a consumer, if the CDC Order might reasonably apply to that consumer, a debt collector must disclose that the consumer may be eligible for temporary protection from eviction under the CDC Order.</p> <p>The disclosure must be clear and conspicuous and in writing. A debt collector must provide the disclosure on the date the debt collector provides the consumer with an eviction notice or, if no eviction notice is required by law, on the date that the eviction action is filed.</p> <p>This requirement is applicable:</p> <ul style="list-style-type: none"> <li>▪ During the effective period of the CDC Order;</li> <li>▪ In any jurisdiction in which the CDC Order applies; and</li> <li>▪ In connection with the collection of a debt.</li> </ul>	1006.9(c)(1)

Option to provide the CDC Order disclosure at the same time as the eviction notice	A debt collector may satisfy the requirement to provide the disclosure on the same date as the eviction notice or eviction action by providing the disclosure at the same time that the debt collector provides the consumer with any eviction notice or serves the consumer with any eviction action. For example, a debt collector may provide the disclosure in the same mailing as the eviction action and does not need to provide the disclosure separately on the same date.	Comment 1006.9(c)(1)–3
Option to include the CDC Order disclosure in all consumer eviction notices	A debt collector may provide the disclosure to a consumer even if the consumer might not be covered by the CDC Order. Therefore, a debt collector may provide the disclosure to every consumer in every eviction action for non-payment of rent.	Comment 1006.9(c)(1)–2
Option to provide the CDC Order disclosure more than once	A debt collector may provide the disclosure more than once to a consumer, such as in each subsequent communication with the consumer.	Comment 1006.9(c)(1)–4

## Sample Disclosure Language

Sample Disclosure Language	Location in Regulation F
The following is sample language a debt collector may use, but is not required to use, to comply with the IFR’s disclosure requirement:	
“Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under Federal law. Learn the steps you should take now: visit <a href="http://www.cfpb.gov/eviction">www.cfpb.gov/eviction</a> or call a housing counselor at 800-569-4287.”	Comment 1006.9(c)(1)–5.i
The following is another option for sample language a debt collector may use, but is not required to use, to comply with the IFR’s disclosure requirement:	
“Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under the laws of your State, territory, locality, or tribal area, or under Federal law. Learn the steps you should take now: visit <a href="http://www.cfpb.gov/eviction">www.cfpb.gov/eviction</a> or call a housing counselor at 800-569-4287.”	Comment 1006.9(c)(1)–5.ii

## Additional resources

Find more implementation information and sign up for updates about debt collection rule implementation at <https://www.consumerfinance.gov/compliance/compliance-resources/other-applicable-requirements/debt-collection/>.

SAMPLE  
NOT A VALID FORM



# Protect Your Family From Lead in Your Home



## Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



March 2021

## Simple Steps to Protect Your Family from Lead Hazards

**If you think your home has lead-based paint:**

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

**Adults and children can get lead into their bodies if they:**

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

**Lead is especially dangerous to children under the age of 6.**

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



**Women of childbearing age should know that lead is dangerous to a developing fetus.**

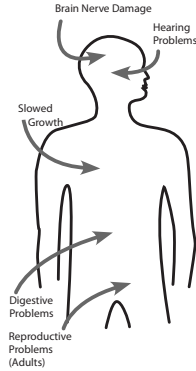
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter ( $\text{mg}/\text{cm}^2$ ), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## What You Can Do Now to Protect Your Family

**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

## Reducing Lead Hazards

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.



## Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  for interior windowsills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

Abatement is designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead

### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

\*Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

## For More Information

### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

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## U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (LL-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200

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## Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/lead](http://hud.gov/lead)

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
March 2021

## IMPORTANT!

### Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

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**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

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. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ii)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i)  Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ii)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgement (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

**Agent's Acknowledgement (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
\_\_\_\_\_

Apartment Name & unit number OR street address of dwelling City

\_\_\_\_\_  
Lessee (Resident) Date Lessee (Resident) Date

\_\_\_\_\_  
Lessee (Resident) Date Lessee (Resident) Date

\_\_\_\_\_  
Lessee (Resident) Date Lessee (Resident) Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Lessor (Owner) Agent

\_\_\_\_\_  
Date Date

**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATIVE DOCUMENTATION**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_
2. Name of victim: \_\_\_\_\_
3. Your name (if different from victim's): \_\_\_\_\_
4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_  
\_\_\_\_\_
5. Residence of victim: \_\_\_\_\_
6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_  
\_\_\_\_\_
7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_
8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_  
\_\_\_\_\_
9. Location of incident(s): \_\_\_\_\_

<p>In your own words, briefly describe the incident(s):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
---

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**EMERGENCY TRANSFER  
REQUEST FOR CERTAIN  
VICTIMS OF DOMESTIC  
VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

**The requirements you must meet are:**

- (1) **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.
- (2) **You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.
- (3) **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

**Submission of Documentation:** If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER**

1. Name of victim requesting an emergency transfer: \_\_\_\_\_
2. Your name (if different from victim's): \_\_\_\_\_
3. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_  
\_\_\_\_\_
4. Name(s) of other family member(s) who would transfer with the victim: \_\_\_\_\_  
\_\_\_\_\_
5. Address of location from which the victim seeks to transfer: \_\_\_\_\_  
\_\_\_\_\_
6. Address or phone number for contacting the victim: \_\_\_\_\_  
\_\_\_\_\_
7. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_  
\_\_\_\_\_
8. Relationship of the accused perpetrator to the victim: \_\_\_\_\_
9. Date(s), Times(s) and location(s) of incident(s): \_\_\_\_\_  
\_\_\_\_\_
10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. \_\_\_\_\_
11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.  
\_\_\_\_\_  
\_\_\_\_\_
12. If voluntarily provided, list any third-party documentation you are providing along with this notice: \_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**LEASE ADDENDUM**  
**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT	LANDLORD	UNIT NO. & ADDRESS

This Lease Addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The Lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the Lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified time frame may result in eviction.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date



---

(Name of Housing Provider<sup>1</sup>)

**Notice of Occupancy Rights under the Violence Against Women Act<sup>2</sup>**

**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation<sup>3</sup>. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that

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is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

**Protection for Applicants**

If you otherwise qualify for assistance under \_\_\_\_\_, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

**Protections for Tenants**

If you are receiving assistance under \_\_\_\_\_, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

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<sup>1</sup> The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD’s program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

<sup>2</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>3</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under \_\_\_\_\_  
\_\_\_\_\_ solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

### **Removing the Abuser or Perpetrator from the Household**

HP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **Moving to Another Unit**

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families. HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

**Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

HP can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

## **Confidentiality**

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

VAWA does not limit HP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

## **Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

**Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

**Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider’s violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with (contact information for any intermediary, if applicable)

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or (HUD field office)

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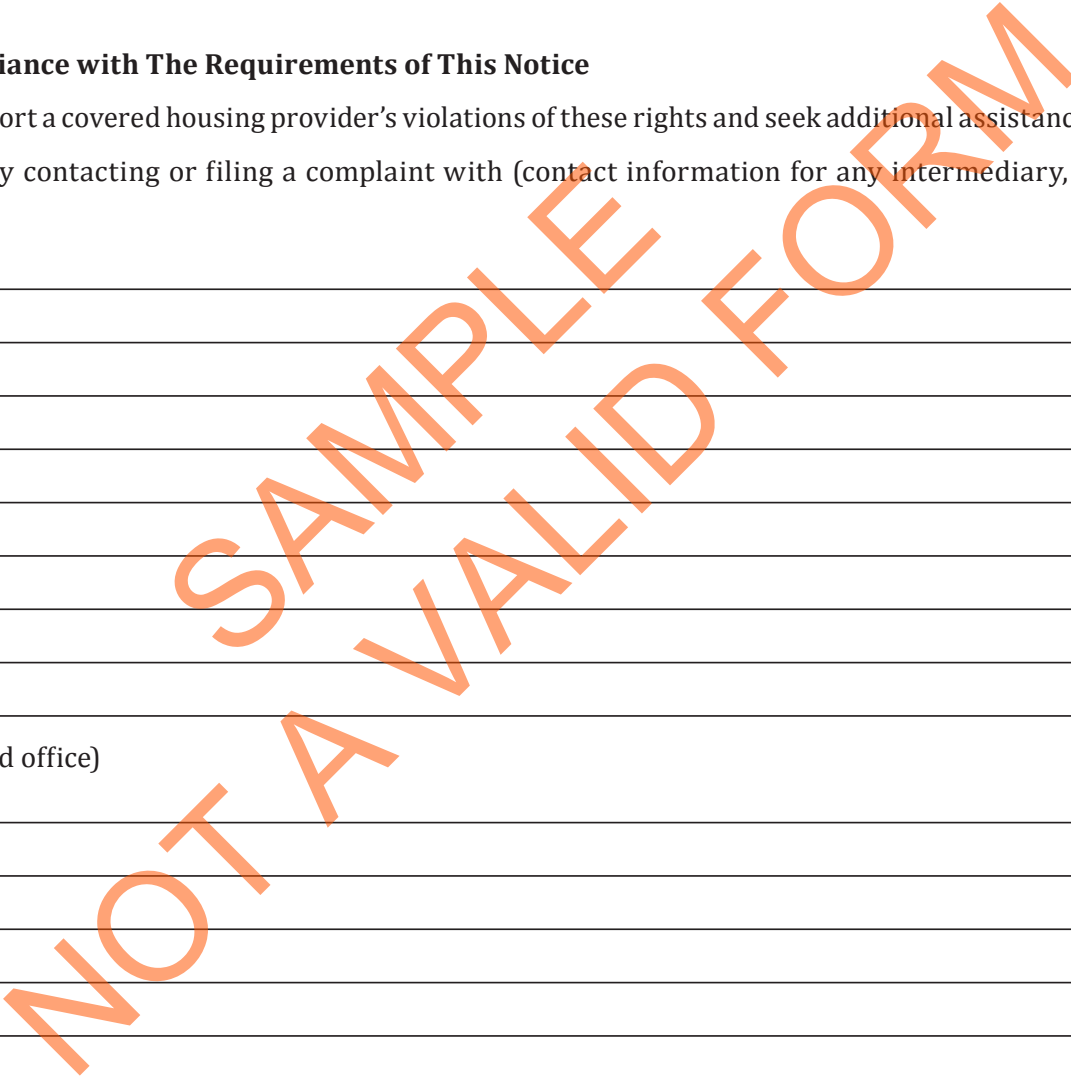
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**For Additional Information**

You may view a copy of HUD’s final VAWA rule at \_\_\_\_\_

\_\_\_\_\_

(Federal Register Link).

Additionally, HP must make a copy of HUD’s VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact (name of program or rental assistance contact information able to answer questions on VAWA)

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For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact (contact information for relevant local organizations)

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For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime’s Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact (contact information for relevant organizations)

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Victims of stalking seeking help may contact (contact information for relevant organizations)

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**Attachment:** Certification form HUD-5382 [form approved for this program to be included]

NOT A VALID FORM  
SAMPLE FORM