HOUSE LEASE

ARTICLE ONE: BASIC TERMS

Section 1.01. Date of Lease: **«DateOfLease»**

Section 1.02. Landlord: **«OwnerName»** (Property Owner(s)
By and Through: Tucson Realty & Trust Co. Management Services, L.L.C.
2525 E. Broadway Blvd., Suite 111
Tucson, AZ 85716
(520) 327-0009 – Office / (520) 321-7470 - Fax

Tucson Realty & Trust Co. Management Services, L.L.C. has been authorized by the Property Owner to be the legal managing agent for the property listed below, is authorized to execute this lease for and on behalf of the Property Owner and is authorized to receive payments, notices and demands for the Property Owner relating to this Lease.

Section 1.03. Resident: **«TenantName1»**
«TenantName2»
«TenantName3»
PH: «TenantPhone»

Section 1.04. Property: **«PropAddr1»**
«PropAddr2»
«PropDescription»
«PropOther»

Section 1.05. Lease Term: Landlord leases to Resident and Resident leases the Property from Landlord beginning on **«TermBegin»**, and ending on **«TermEnd» at** a monthly rate of **«RentMonthlyPretty» plus any applicable rental taxes** due on the **1st day** of each month.

Rent Payable by Resident: First month's prorated rent of **«FirstMoRentPretty» plus any applicable rental taxes** payable on **«FirstMoDue»,** and thereafter **«RentMonthlyPretty»** on the **1st** day of each and every month. **All prorated rent calculated on a thirty-day month. Partial payments will not be accepted.** Rent shall be paid to Landlord at Landlord's address listed above or such place as the Landlord may notify Resident in writing. No cash will be accepted for rent payment.

Regardless of lease expiration date, a written, 30 day notice to vacate is required. Notice to be delivered in writing on or before the 1st day of the month and no less than 30 days prior to lease expiration date or the Resident shall be liable to pay an additional month of rent. Resident(s) agree(s) to show the property to prospective renters during the last thirty- (30) days of their tenancy. If Resident, **with the Owner's consent**, remains in possession of the premises after the expiration of the term of the Lease, and a renewal lease is not negotiated, Resident's occupancy of the Property shall be deemed a **"month to month"** tenancy, subject to all of the terms of this Lease. Said rent during this period, shall be at the rate as declared in the original lease, plus an additional ten percent (10%) increase in said rental rate. **Terms of this rental agreement to remain in effect during a month-to-month tenancy.**

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Monthly Rental Charges		Non-Refundable Charges		Refundable Deposits	
Rent	«RentMonthlyPretty»	Admin/Prep	«NonRefAdminPrepPrett»	Security	«RefSecurityPretty»
Other	«MOOtherPretty»	Cleaning	See Below	Pet	«RefPetsPretty»
Total	**«MOTotalPretty»**			Other	«RefOtherPretty»

Section 1.06. Permitted uses: Resident shall use property only as a residence for **«Adults»** adult(s) and **«Kids»** children. Resident shall obtain written permission from Landlord prior to increasing the number of occupants as set forth in this section. **Any individual 18 years or older must complete the rental application and meet the qualifying criteria stated in the application.**

Resident(s) will be allowed to have the following pet(s): **«Pets»**. Resident shall be responsible for any damage caused by pet(s). **It is the policy of Tucson Realty & Trust Co. Management Services, L.L.C., not to rent to residents who own certain breeds of dogs. Breeds that are known to have an aggressive nature, in Landlord's sole discretion, will not be accepted. Examples: Dobermans, Chows, Rottweilers, Pit Bulls. Pet Addendum (if applicable) attached and to be a part of this lease.**

All of our rental residences are considered to be NON-SMOKING housing. Residents will be charged, for whatever procedure property manager deems necessary to remove any evidence of smoking from the home.

Section 1.07a Security Deposit: Upon execution of this Lease Resident shall deposit with the Landlord a Security Deposit in the amount of **«RefSecurityPretty»«SecurityPaidPretty»**.

Refundable deposits will be held: ☐ by Landlord ☐ in Broker's Trust Account Tucson Realty & Trust Co. Management Services, L.L.C. Landlord may apply all or part of the Security Deposit and Pet Deposit (if applicable) to any unpaid rent, damages, or other charges due from the Resident or to cure any other defaults of Resident. Upon Resident vacating, a reasonable charge may be deducted from Security Deposit to restore premises to **rent-ready condition**, normal wear and tear excepted. Resident agrees to pay all finance charges, collection costs, attorney's fees, and any other costs that may be incurred to enforce collection of any amount outstanding. No interest shall be paid to Resident for Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts and no trust relationship is created with respect to the Security Deposit. Security Deposits shall be refunded in accordance with Article 2, Section 33-1321 of the Arizona Landlord Resident Act. **Carpet cleaning will be deducted from the Security Deposit.** Additional charges for pet odor, stains, repairs etc., will also be charged to you if not listed on your deficiency report. **Other non-refundable charges consist of «NonRefChargesPretty» «NonRefDesc».** Upon the termination of this lease agreement for any reason, the Landlord/Owner shall have the right to retain or apply as much of this security deposit as is necessary to reimburse the Landlord/Owner for damages and costs Landlord/Owner has incurred as a result of Resident(s) failure to comply with any of the provisions of this lease agreement. These damages include but are not limited to pool maintenance (if applicable), and removal of weeds and debris. Upon Resident's written request, Landlord shall provide an accounting of the Security Deposit and refund the unused portion of the Security Deposit to Resident.

Resident understands and agrees that upon termination of the Management Agreement with Property Owner, that Tucson Realty & Trust Co. Management Services, L.L.C. shall give Property Owner any Security Deposits that Tucson Realty & Co. Management Services, L.L.C. may have, and notify the Resident accordingly. Upon delivery of the Security Deposit to the Owner, Tucson

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Realty & Trust Co. Management Services, L.L.C. shall have no further responsibility to the Resident relating to the Security Deposit. **Security Deposit Refund Requirements Addendum attached and to be a part of this lease.**

The Security Deposit is not to be used as prepaid last month's rent.

Section 1.07b. In the event that Resident(s) terminate(s) their tenancy prior to the expiration of its term, Resident(s) agree(s) that Landlord/Owner shall have the right to apply some or all of the security deposit to the damages suffered by Landlord/Owner through Resident(s) failure to comply with any provisions of this lease agreement, and to defray Landlord/Owner's administrative and marketing expenses.

Section 1.08. Additional Fees. In the event of early termination of Lease by Resident(s) there will be an early termination fee in the amount of **$300.00** paid by Resident(s) at time of notice. This is a reasonable approximation of the administrative expenses that will incur in connection with the early termination of the lease. Landlord agrees to market the property for rent and make every effort to obtain new, qualified Resident(s). Resident(s) agrees to assist Landlord by showing the property for rent. Resident(s) are responsible for regular monthly rental payments until the property is re-rented and/or current Resident(s) lease expires. Utilities are to remain connected in the Resident(s) name until the property has been re-rented.

Section 1.09. Late Charge. If Landlord has not received the rent payment by 5:00 p.m. on the fifth day after it becomes due, Resident shall pay Landlord a late charge of **«LateFeePretty» plus $10.00 per day additional fee**. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment. **Rental payments after the 6th must be certified funds (i.e., money order or cashier's check).**

Non-Sufficient Funds (NSF) Checks. There will be a **$35.00** fee for all returned checks. After Landlord receives the first NSF check, Resident may no longer pay by personal check for a period of one year. Rents shall be paid by Money Orders or Certified Funds. At that time, if Residents have paid in a timely manner, they may once again pay rent with a personal check. Should there be a second NSF check, the charge will be **$50.00**, and no personal checks will be accepted by Landlord for the balance of the tenancy.

ARTICLE TWO: USE OF PROPERTY

Section 2.01. Permitted Uses: Resident may use the Property only for the Permitted Uses set forth in Section 1.06 above.

Section 2.02. Manner of Use: Resident shall not cause or permit the Property to be used in any way which constitutes a violation of any law, ordinance, or governmental regulation or order, which annoys or interferes with the rights of neighbors, or which constitutes a nuisance or waste. **Resident shall comply with all of Landlord's and Homeowner's Association rules and regulations and Property Covenants, Conditions, and Regulations. Any fine levied by the Homeowner's Association against the residence will be the responsibility of the resident to both correct and to pay the fine. Landlord to provide Resident with Homeowner Association information within ten (10) days of signing this lease.** Resident will not deliberately or negligently destroy, deface, damage, impair or remove any part of the property or permit their children or guests to do so. Resident will not paint without Owners written authorization. Resident shall not alter the premises in any manner or install aerial wires or antennas without written permission of the Landlord.

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Landlord has provided Resident(s) with a locksmith's name and number. It is the Resident(s) responsibility to contact them and have the locks re-keyed, at Landlord's expense, no later than five (5) days after move-in. A new key will be given to Tucson Realty & Trust Co. Management Services, L.L.C. by the locksmith, in case of an emergency. Resident(s) further agree not to replace or alter any locks without prior written authorization of the Property Manager.

Resident(s) also agree(s) that upon move-out, rent will continue to accrue until the Property Manager has received delivery of possession. (Pursuant to Arizona Revised Statutes 33-1310, "Delivery of possessions means returning dwelling unit keys to the Landlord and vacating the premises.")

Resident acknowledges that if there is a swimming pool and/or spa on the Property, although an open and obvious condition, it still constitutes a dangerous condition which children may not comprehend. Pool safety addendum (if applicable) attached and to be a part of this lease.

Resident agrees that Resident is fully responsible for the conduct and safety of the Resident's children and guests while on the Property, as well as the conduct and safety of children who are guests of Resident or Resident's children.

Resident shall be responsible to pay any and all towing charges incurred as a result of Resident or Resident's guest improperly parking an automobile in violation of Landlord, Owner or Community rules or regulations. Resident agrees to use the designated (if any) parking spaces exclusively for the parking of motor vehicles and shall not park motor vehicles in areas not designated for that purpose. Trailers of any kind, campers, buses, or trucks larger than a one-ton pickup truck shall not be parked on the property.

Section 2.03 Indemnity and Release: The parties to this lease agreement agree to indemnify and hold harmless Brokers, Property Managers, and any of their respective Agents, Representatives or Employees from any loss, claim, liability or expense arising from injury to any person or damage to or loss of any property, in any way caused by the parties and resident's family, guests, invitees, agents, pets or others under their control. Initials: ____/_____

Section 2.04 Landlord's Access: The Resident shall not unreasonably withhold consent to the Landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, residents, workmen or contractors.

Section 2.05. Quiet Possession: The Landlord shall not abuse the right to access or use it to harass the Resident. Except in case of emergency or if it is impracticable to do so, the Landlord shall give the Resident at least two days' notice of the Landlord's intent to enter and enter only at reasonable times. If Resident pays the rent and complies with all other terms of this Lease, Resident may occupy and enjoy the Property for the full Lease Term, subject to the provisions of this Lease.

ARTICLE THREE: CONDITION OF PROPERTY; MAINTENANCE & REPAIRS

Section 3.01. Existing Conditions: Resident accepts the Property in its condition as of the execution of the Lease; subject to the "Deficiency List" (attached hereto and made a part hereof) that Resident shall complete and return to Landlord within ten (10) working days from commencement of occupancy. If "Deficiency List" has not been returned within the allotted time, Resident shall be responsible for any damage to the Property upon termination of this Lease Agreement.

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Initials: ____/____/ I/We have received the **"Deficiency List."**

Section 3.02. Resident Liability/Renter's Insurance: Resident assumes all liability for personal injury, property damage or loss, and insurable risks except for that caused by Landlord's negligence. Landlord requires that Resident obtain and keep renter's insurance in full force and effect during the full term of this Lease Agreement.

Section 3.03. Landlord's Obligations: Landlord shall keep the foundation, roof and structural portions of the property in good condition and repair. Landlord shall also repair or replace hot water heaters, heating, cooling and air conditioning equipment, plumbing and appliances (unless specified in an "as-is" condition) listed on Page 1, Section 1.04 Property. Notwithstanding the foregoing, Resident shall be responsible for the cost of any repairs necessitated by damage, misuse or neglect by Resident or Resident's guests.

Section 3.04. Resident's Obligations: Except for Landlord's obligations as set forth in Section 3.03, Resident shall keep all portions of the Property (including structural, nonstructural, interior, exterior, and landscaped areas, systems and equipment) in good order, condition and repair. **Resident shall be responsible for all routine maintenance on property including, but not limited to replacing smoke detector batteries, pest control including bed bugs, broken windows, and minor maintenance. It is the Resident(s) responsibility to change heating and cooler filters once a month. Resident(s) will be held liable for any damage caused to equipment due to clogged filters. Resident(s) acknowledge that it is their responsibility to maintain the water level in the pool and to run the pump as many hours as necessary to keep the pool in good working order.**

Residents are expected to take care of routine landscaping matters, such as watering, cutting grass, weeding, trimming hedges, raking and they have an obligation to inform management if vegetation is dying or diseased due to watering system failure, pest infestation, or weather changes that create damage. It is specifically understood that the Resident is to water and maintain the landscaped portion of the Property and that any plant/tree loss due to lack of watering shall be replaced or paid by Resident. The property owner is responsible to hire professional vendors for major items outside of the scope of normal landscape maintenance. **Yard Maintenance Addendum (if applicable) attached and to be a part of this lease.**

Resident agrees to arrange for and pay all utilities and trash service to Property unless otherwise specified. **Landlord to provide the following services and/or utilities:** **«UtilitiesLease»**.

Section 3.05. **Resident is entitled to be present at the move-out inspection pursuant to *A.R.S. 33-1321 (C)*. All move-out inspections to be conducted during regular business hours of 8:00AM – 5:00PM Monday through Friday.**

ARTICLE FOUR: DEFAULTS; REMEDIES

Section 4.01. Covenants and Conditions: Resident's performance of each of Resident's obligations under this Lease is a condition as well as a covenant. Resident's right to continue in possession of the Property is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions.

Section 4.02. Defaults: Resident shall be in material default under this Lease if: (**a**) Resident abandons the Property as defined by Law, (**b**) Resident fails to pay rent or any charge when due, (**c**)

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Resident fails to perform any of Resident's non-monetary obligations under this Lease for such a period as may be provided by law, after written notice from the Landlord. However, Landlord shall not be required to give such notice if Resident's failure to perform constitutes a non-curable breach of this Lease. The notice required by this Paragraph is intended to satisfy any and all notice requirements imposed by law on Landlord and is not in addition to any such requirement.

Section 4.03. Remedies: On the occurrence of any material default by Resident, Landlord may, at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy, which Landlord may have: **(a)** Terminate Resident's right to possession of the Property by any lawful means, in which case the right to occupancy shall terminate and Resident shall immediately surrender possession of the Property to Landlord. In such event, Landlord shall be entitled to recover from Resident all damages incurred by Landlord by reason of Resident's default, including but not limited to any unpaid past and/or future rent due per this Lease, **(b)** If Resident has abandoned the Property, Landlord shall have the option of (i) retaking possession of and releasing the Property; and/or (ii) pursuing any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Arizona, **(c)** Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy. **If Landlord terminates Resident's right to possession of the property or, if Resident abandons the property, any of Resident(s) personal items left in the home will be disposed of as provided by law.**

ARTICLE FIVE. MISCELLANEOUS PROVISIONS

Section 5.01. Bankruptcy: In the event the Resident(s) declare(s) bankruptcy, the Resident(s) covenant and agree that they will not claim this lease as an asset of the bankruptcy.

Section 5.02. Subordination: Landlord shall have the right to subordinate this Lease to any deed of trust or mortgage encumbering the Property, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Resident shall cooperate with Landlord and any lender, which is acquiring a security interest in the Property. Resident shall execute such further documents and assurances as such lender may require, provided that Resident's obligations under this lease shall not be increased.

Section 5.03. Legal Costs: If any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorney's fees and court costs. The losing party in such action shall pay such attorney's fees and costs.

Section 5.04. Assignment and Subletting: No portion of the Property or of Resident's interest in this Lease may be acquired by any other person or entity, whether by assignment or act of Resident, without Landlord's prior written consent. Any attempted transfer without said consent shall be void and shall constitute a non-curable breach of this Lease.

Section 5.05. Interpretation: The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Resident, the term "Resident" shall include Resident's agents, other persons residing in Property, contractors, invitees, successors or others using the Property with Resident's expressed or implied permission.

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Section 5.06. Unavailability of Property: This lease is entered into by the Landlord conditioned on its ability to deliver possession at the commencement of the term of the Lease. If Landlord is unable to deliver possession for any reason, then Resident's sole remedy shall be the refund of prepaid Rents and Security Deposits.

Section 5.07. Notices: All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified or registered mail, postage prepaid. Notices to Resident shall be delivered to the address specified in Section 1.04 above. Notices to Landlord shall be delivered to the address specified in Section 1.02 above. All notices shall be effective upon delivery. Either party may change its notice address upon written notice to the other party. An exception to this notice section shall pertain to improperly parked vehicles. These notices shall be placed on the windshield of the improperly parked vehicle.

Section 5.08. Joint and Several Liability: All parties signing this Lease as Resident shall be jointly and severally liable for all obligations of Resident.

Section 5.09. Binding Effect: This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Resident.

Section 5.10. No Agency: **Resident understands and agrees that an Agency relationship does not exist between Tucson Realty & Trust Co. Management Services, L.L.C. and Resident. An Agency relationship does exist between Tucson Realty & Trust Co. Management Services, L.L.C. and the Property Owner.**

Section 5.11. A free copy of the Arizona Residential Landlord and Tenant Act is available through the Arizona Department of Housing at www.az.housing.gov. Click on General Information.

I/We have read, understand, agree with and have received a copy of this lease agreement.

_____, 20___ _____

"TUCSON REALTY & TRUST CO. MANAGEMENT SERVICES, L.L.C."

_____, 20___ _____

"RESIDENT"

_____, 20___ _____

"RESIDENT"

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TUCSON REALTY & TRUST CO. MANAGEMENT SERVICES, L.L.C. IS MAKING NO REPRESENTATION OR CLAIM AS TO THE LEGAL EFFECT OR TAX CONSEQUENCES OF THIS LEASE. RESIDENT SHOULD RETAIN LEGAL COUNSEL TO ADVISE THEM ON SUCH MATTERS AND SHOULD RELY UPON THE ADVICE OF SUCH LEGAL COUNSEL.

Tucson Realty & Trust Co.
Management Services, L.L.C.

Welcome **«TenantName1», «TenantName2», «TenantName3»,**

Welcome to your new rental home! Please take a few moments to read the following information. I am confident that you will find it helpful.

Rental Payments and Office Information:

- All payments shall be made by check or money order payable to Tucson Realty & Trust Co. and mailed or delivered to 2525 East Broadway Blvd., Suite 111, Tucson, AZ 85716. Please insure that your payment envelope, money order or check clearly states your name and the address of the rental property to insure that payment is applied to the correct account. ***No cash will be accepted for rent payment.*** ***We do not accept personal checks after the 6th of the month.*** **Rental payments after the 6th must be certified funds i.e. money order or cashiers check.**

- Our office hours are **Monday through Friday from 8:00AM to 5:00PM**. We are closed Saturday and Sunday and all major Holidays.

- Our office number is 520-327-0009; fax number is 520-321-7470 and email address for general business matters and routine maintenance requests is info@trtmanagement.com

Service Requests:

- If you have a maintenance problem, please contact us as soon as possible. Service requests may be called in during regular business hours or messages may be left after hours. In the event that you have a serious maintenance emergency after business hours or during the weekend, please call our office number and follow the operator's instructions.

- When repairs are deemed to be caused by damage or neglect, costs will be charged back to the Resident.

- Please allow a reasonable period of time to process your service request. Please note that Tucson Realty & Trust Co. Management Services, L.L.C. does not schedule any of the repair work. Our vendor will contact you for scheduling.

- Routine filter changes (i.e. A/C and furnace) are the responsibility of the Resident.

Thank you for choosing Tucson Realty & Trust Co. Management Services, L.L.C. for your housing needs.

Please feel free to contact your property manager, should you have any questions or concerns, or refer to your lease agreement.

Your Property Manager is: «FullName» «Employees_EMail»

Your Property Manager's Assistant is: «Employees_Assistant» «AssistantEMail»

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ADDENDUM TO RENTAL AGREEMENT FOR CRIME FREE HOUSING

In consideration of the execution or renewal of a Rental Agreement for the property located at **«PropAddr1», «PropAddr2»,** Management/Owner and Resident(s) agree as follows:

1) Resident(s), any member of the resident's household or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or about the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C.802]).
2) Resident(s), any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or about the said premises.
3) Resident(s) or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless or whether the individual engaging in such activity is a member of the household or a guest.
4) Resident(s), any member of the resident's household or a guest, or another person under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in A.R.S. 13-3451, at any locations, whether on or near the dwelling unit premises or otherwise.
5) Resident(s), any member of the resident's household, or a guest or another person under the resident's control shall not engage in any illegal activity, as set forth by applicable law, on or about the dwelling unit premises, including prostitution as defined in A.R.S. 13-3211, criminal street gang activity as defined in A.R.S. 13-105 and 13-208, threatening or intimidating as prohibited in A.R.S. 13-1202, assault as prohibited in A.R.S. 13-1203 including but not limited to the unlawful discharge of firearms, or any breach of the Rental Agreement that otherwise jeopardizes the health, safety and welfare of the Owner/Management, his agent or other tenant or involving imminent serious property damage as defined in A.R.S. 33-1368. **Parties agree that a Red Tag Violation (notice of unruly gathering) is considered a notification of criminal activity.**
6) **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any provisions of this addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under A.R.S. 33-1377, as provided in A.R.S. 33-1368. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be a preponderance of the evidence.
7) In case of conflict between the provisions of this addendum and any other provisions of the Rental Agreement, the provisions of the addendum shall govern.
8) This Addendum is incorporated into the Rental Agreement executed or renewed this day between Management and Resident(s).
9) **MEDICAL MARIJUANA**. In 2010 Arizona voters approved the use of medical marijuana for qualified users. The effect was that eligible and qualified users in Arizona would not be subject to criminal charges by Arizona law enforcement officials in connection with the use or possession of medical marijuana. However, nothing about the change in the state law had any effect on federal law where the possession, use, distribution, etc. of marijuana remains a crime. The United States Department of Housing and Urban Development [HUD] takes the position that marijuana continues to be illegal and Landlords of public housing and publicly assisted housing cannot grant a reasonable accommodation to a tenant to use marijuana. Until federal laws are changed or Arizona law requires a landlord to permit the storage, use, growing, distribution, etc. of marijuana, Owner reserves the right to treat marijuana possession, use, etc. as a crime and any use of marijuana (medical or otherwise) by the Resident(s) or their guests will result in immediate termination.
10) Resident(s) agrees that Manager or Owner may use any police generated report as direct evidence without objection in any court action, including but not limited to eviction.

Resident Date

Resident Date

Property Manager Date

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REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease Agreement, Lessee is required to maintain and provide the following minimum required insurance coverage:

- $100,000 Limit of Liability for Lessee's legal liability for damage to the landlord's property for no less than the following causes of loss: fire, smoke, explosion, water damage, backup or overflow of sewer, drain or sump ("Required Insurance").

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease Agreement and Lessor shall have, in addition to any other rights under the Lease Agreement, the right but not the obligation to purchase Required Insurance coverage and seek reimbursement from the Lessee for all costs and expenses associated with such purchase.

Lessee may obtain Required Insurance from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease Agreement, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease Agreement may be satisfied by Lessor, who may schedule the Lessee's unit for coverage under the Landlord's Required Resident Liability insurance policy ("LRRL"). The coverage provided under the LRRL will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LRRL coverage shall be charged to Lessee by the Lessor. Some important points of this coverage, which Lessee should understand are:

1. LRRL is designed to fulfill the insurance requirement of the Lease Agreement. Lessor is the Insured under the LRRL. Lessee is not the insured under the LRRL policy.
2. **LRRL coverage is not personal liability insurance or renters insurance**. Lessor makes no representation that LRRL covers the Lessee's additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice.
3. Coverage under the LRRL policy may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an agent of their choice for insurance options to satisfy the Required Insurance under this Lease Agreement.
4. Licensed insurance agents may receive a commission on the LRRL policy.
5. The cost to the Lessee for the LRRL coverage shall be nine dollars and fifty cents Dollars ($9.50) per month. Additionally, an Administration Fee in the amount of Three Dollars ($3.00) to be retained by the Lessor for processing and handling will be charged.

Scheduling under the LRRL policy is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LRRL policy will be terminated by the Lessor.

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Resident Date Resident Date

Property Manager Date

MOLD PREVENTION ADDENDUM

Mold, also known as mildew or fungi, is a microscopic organism necessary to the environment. Mold is found indoors and outdoors in plants, foods, dry leaves, and anywhere moisture is present. Although molds are ever-present, they require moisture to flourish. Undiscovered or ignored water damage or leaks can result in large quantities of mold growth. This can cause allergic or asthmatic reactions and/or other respiratory problems for some people.

The best way to prevent mold from flourishing is to keep your home clean and free of unnecessary debris. Tucson Realty & Trust Co. Management Services, LLC requires that you adhere to the following guidelines to aid in the reduction of mold growth in your home.

1.) Report **all** leaks or excessive moisture to the management office immediately including, but not limited to, leaks from roofs, pipes and heating & air conditioning units.
2.) Clean up all spills and water that may collect on the floor or walls after bathing.
3.) Thoroughly dry any moisture that may collect on the frames of doors, windows and windowsills.
4.) Report all sewage back-ups or floods immediately.
5.) The use of a humidifier is not recommended as it creates moisture.
6.) Make sure house plants do not contain standing water for extended periods of time.
7.) Dispose of garbage & other debris on a regular basis.
8.) Clean and sanitize your home on a regular basis.
9.) To maintain proper air circulation, do not overfill closets or storage areas.
10.) Thoroughly wipe steam off of walls that may be a result of cooking or running hot water.
11.) Use the ventilation device in your bathroom during bathing and leave it on until all steam has escaped.
12.) If your home uses evaporative cooling, you may ventilate by leaving windows slightly open.
13.) Frequently open windows to allow proper air exchange and permit sunlight to shine in.
14.) Immediately report to the management office any sign of mold, mildew or fungi.
15.) Keep dryer vents free of lint, debris and other blockages.
16.) Report any and all leaks from appliances, whether they belong to you or the property owner.

In the event that mold contamination is discovered in your home due to a breach of the above stated guidelines, you will be responsible for all costs associated with the cleanup and/or removal of the mold. The cost of cleanup and/or removal of mold contamination may include, but is not limited to: supplies necessary for cleanup and/or removal of the mold contamination as well as restoration of the contaminated area to its previous condition, the cost of manual labor including contractors (if deemed necessary), all costs involved in the relocation of the residents and belongings in your home (if deemed necessary), and payment of the market rent (for each day the home remains vacant as a result of the contamination) of your home and any other homes vacated as a result of the mold contamination.

I/We, **«TenantName1», «TenantName2», «TenantName3»** agree to the guidelines and requirements set here within.

Resident	Date
Resident	Date
Property Manager	Date

Sample

ADDENDUM TO LEASE
SECURITY DEPOSIT REFUND REQUIREMENTS

1) The carpet was professionally cleaned before you moved in. It will be professionally cleaned when you vacate and the cost will be deducted from your security deposit. Any repairs or replacement, which may be necessary because of resident(s) damages to the carpet, vinyl, or wood floors, will be charged to the resident(s).
2) Window blinds, verticals, or shutters must be dust and dirt free. Any damages caused by the resident(s) will be charged back to the resident(s)
3) Doors, walls, windows, windowsills, window tracks and moldings must be free of fingerprints, smudges, dirt, grime, etc.
4) Kitchen appliances should be clean and grease free, including oven hood, drip pans and grill. Lift the stovetop and clean under the burners. DO NOT use oven cleaners on the inside of self-cleaning ovens.
5) Cabinet drawers and cupboards should be empty and wiped out
6) Refrigerator must be cleaned, including under vegetable bins. Also clean under and behind the refrigerator. (Be careful not to scratch vinyl)
7) Toilets must be clean. Remove hard water stains with a pumice stone; however, use caution to prevent scratching of the ceramic surface.
8) Showers, tubs and tile work must be clean and free of calcium, lime and soap build up.
9) All sinks must be cleaned and faucets and handles free of calcium build up.
10) Fireplaces should be cleaned out and ashes removed.
11) Gently wipe the tops and sides of ceiling fans
12) Make sure all cobwebs are swept from outside ceilings and baseboards. Also remove cobwebs from outside porches, alcoves, and sweep front and rear walkways. Remove bugs from light fixtures.
13) Garage or carport must be swept out and all personal belongings removed. Any oil stains must be removed from the concrete floor or you will be charged a cleaning fee.
14) Yard should be weeded, grass cut, etc. All cigarette butts and pet droppings must be picked up and disposed of.
15) Trash/rubbish must be hauled away. Discarded furniture, boxes, etc. may not be placed around the garbage can. (Contractor will not pick up) You will be charged a minimum hauling fee of $100.00.
16) Clean windows, removing dirt and smudges.
17) When filling out the deficiency list, be sure and go through the home thoroughly, listing all the visible deficiencies, i.e. burns in carpet, scratch on sinks, nicks in linoleum, etc. These are deficiencies that you are willing to live with, but don't want to be charged against your security deposit. Any damage not reported on the deficiency list may be charged to your security deposit.

ALL UTILITIES IN YOUR NAME MUST REMAIN ON THROUGH THE LAST DAY OF YOUR LEASE.

BY:

Resident	Date
Resident	Date
Property Manager	Date

Sample

YARD MAINTENANCE ADDENDUM

Yard Maintenance Addendum to Residential Lease Agreement dated **«DateOfLease»** between Owner of Record, Tucson Realty & Trust Co. Management Services, L.L.C. as MANAGER/AGENT and **«TenantName1», «TenantName2», «TenantName3».**

For rental property located at **«PropAddr1», «PropAddr2»**.

The following terms are hereby included as part of the Residential Lease Agreement described above:

1. Front of the property shall be maintained by: __X__ Resident _____ Owner
2. Rear of the property shall be maintained by: __X__ Resident _____ Owner
3. Inside walls and patios shall be maintained by: __X__ Resident _____ Owner

In the event that responsibility for yard maintenance is the Owner's, Residents shall be required to notify Tucson Realty & Trust Co. Management Services, L.L.C. of any failure of water systems or grass, plants, shrubs, trees, etc. that appear in danger of dying. If Owner employs a landscaper or Landscape Company, it shall be the Resident's responsibility to cooperate fully with said Company and to notify Tucson Realty & Trust Co. Management Services, L.L.C. if maintenance is not properly performed. Residents shall be responsible for adequately watering all plants.

In the event that responsibility for maintenance is the resident's, whether or not the resident performs work or has work performed by professionals, it shall be the Resident's responsibility to notify Tucson Realty & Trust Co. Management Services, L.L.C. of the failure of any installed water system. Resident shall be responsible for regular maintenance and the watering of grass, trees, shrubs, bushes, flowers and other planting and trimming and fertilizing of the same. Resident is responsible for weed and pest control.

5. If Resident fails to maintain the yard in a satisfactory condition, Tucson Realty & Trust Co. Management Services, L.L.C. may notify Resident of default of this addendum and if Resident fails to respond by maintaining and preserving the yard, the Resident hereby authorizes Tucson Realty & Trust Co. Management Services, L.L.C. to contract for yard service(s) and accrue said service(s) to the rent of the Resident. Failure to pay said accrued rent should be cause for termination of this Lease Agreement.

6. Both the Resident and Tucson Realty & Trust Co. Management Services, L.L.C. acknowledge that accidents can and do happen to the most safety conscious individuals. Residents shall accept full responsibility for the actions and activities of his/her guests, family and friends.

7. It is hereby acknowledged that the word Resident in this addendum and any others employed by Tucson Realty & Trust Co. Management Services, L.L.C. may refer to the plural, male or female gender of the occupant of the property.

_____ _____
Resident Date

_____ _____
Resident Date

_____ _____
Property Manager Date

Sample

PET ADDENDUM

Address: **«PropAddr1», «PropAddr2»**

Resident(s): **«TenantName1», «TenantName2», «TenantName3»**

The following is to apply to pet(s) listed and approved by the Landlord:

1. The pet cannot exceed **40 pounds** in weight at full growth, unless landlord gives written permission.
2. In order to keep the grounds clean and sanitary, residents are required to clean up and dispose of pet waste in a closed container at least weekly.
3. Pets must be on a leash AT ALL TIMES WHENEVER OUTSIDE THE HOME (except in an enclosed yard) - A HUMAN MUST BE ON THE OTHER END OF SAID LEASH!
4. Pets are not to be tied or staked outside the home.
5. Patios and yards should be kept clean of pet waste. During hot weather, especially, such odors can be offensive to neighbors. Also, please avoid leaving pet food outside.
6. Pets are not allowed in the pool.
7. The resident will be asked to remove any pet that bothers neighbors or other residents, whether inside or outside, or if pet has created a problem or obstruction to the agents and employees of the Manager or Owner of the property from performing their functions, duties and responsibilities. If resident fails to remove said pet following a request from Management, the lease will be terminated. The request to remove a pet does not, however, release the resident from the lease obligation.
8. Resident will be responsible for any damages caused by the pet to the leased premises in the sole opinion of the manager and agrees to assume the cost to repair or replace damaged items to the former condition where necessary. Additionally, Resident will indemnify and hold harmless Owner/Management from and against any and all claims arising because of the pet(s).
9. If requested, resident will furnish Owner/Manager with a copy of Comprehensive Personal Liability Policy to cover any loss or injury to Owner and to other residents, visitors, invitees or employees on the leased premises.
10. Resident acknowledges and agrees that Owner/Manager may revoke this Pet Addendum consent without prior notice to the resident at any time.
11. Resident agrees that he/she will keep the pet licensed in accordance with all applicable governmental provisions.
12. A pet deposit of **«RefPets»** is required and refundable if there is no pet damage upon move out.
13. Resident understands that the following breed of dogs, or any part thereof, are not allowed: Pit Bulls, Rottweilers, Bull Terriers, Akitas, Chows, Dobermans, German Shepherds, American Staffordshire Terriers and dogs that are part Wolf.
14. Residents must follow all Homeowners Association Rules regarding pets. Any fines levied by the H.O.A against the residence, will be the responsibility of the resident to both correct and to pay the fine.

These rules are to be strictly observed and will be enforced by Tucson Realty & Trust Co. Management Services, L.L.C. We hope all residents understand that these rules are made for their protection. Thank you for your cooperation in observing these Rules and Regulations.

Sample

Resident Signature_____ Date_____

Resident Signature_____ Date_____

Property Managers Signature_____ Date_____

Animals Name_____
Type_____
Breed_____
Color_____
Weight_____ Age_____
City of License_____
License No. _____

Animals Name_____
Type_____
Breed_____
Color_____
Weight_____ Age_____
City of License_____
License No._____

ACKNOWLEDGEMENT

We, the undersigned, acknowledge we have received a copy of the Arizona Department of Health Services (ADHS) the notice entitled ***"An Important Notice About Pool Safety"***. It is further understood that neither the Landlord, nor its agents, have determined whether the existing pool complies with ADHS'S safety criteria nor represent the non-compliance.

Resident(s) shall indemnify and hold harmless, Landlord from any and all costs, claims or liability arising from residents' use of the pool. Residents(s) shall defend Landlord against any such cost, claim or liability at Resident(s) expense with counsel reasonably acceptable to Landlord.

_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Property Manager	Date

Sample

AN IMPORTANT NOTICE ABOUT POOL SAFETY*

Drowning is a serious threat to young children in Arizona. Young children also suffer from a high number of near drowning that may lead to permanent, severe disability. Most of these incidents occur in the child's own backyard swimming pool. These tragedies must be stopped. To that end, the Arizona Legislature has passed a law requiring that new occupants of dwellings with pools, and persons having a pool installed, receive this safety message about steps to prevent drowning and the legal responsibilities of pool ownership.

State of Arizona law requires a barrier between the house and pool.**

This law applies to homes with both a child under 6 years of age and a pool built after June 1, 1991. This law aims to impede children's access to their own pools. Likewise, all pools must have a barrier to keep out uninvited neighborhood children.

Unless a local code provides otherwise***, the barrier must:

- Entirely enclose the pool area.
- Be at least 5 feet high, measured on the outside of the barrier.
- Not have openings, handholds or footholds that can be used to climb the barrier.
- Wire mesh or chain link fences shall have a maximum mesh size of 1 1/4 inches measured horizontally.
- Have no openings through which a sphere 4 inches in diameter can pass. Horizontal components of any barrier shall be spaced not less than 45 inches apart measured vertically, or shall be placed on the pool side of the barrier, which shall have no opening greater than one and three-quarter inches measured horizontally.
- Be at least 20 inches from the water's edge.
- Prevent direct access from the house to the pool.

Gates must be self-closing and self-latching with the latch located at least 54 inches above the ground or on the pool side with a release mechanism at least 5 inches below the top of the gate and no opening greater than 1/2 inch with 24 inches of the release mechanism, or be secured by a padlock or similar device which requires a key, electronic opener or integral combination which can have the latch at any height. Gates must open *outward* from the pool.

If a wall of the home forms part of the barrier, one of the following must be <u>used:</u>

- A barrier of at least 4 feet high between the home and the pool which otherwise meets all of the requirements for a barrier set forth above.
- A motorized, safety pool cover which does not require manual operation other than the use of a key switch which meets the American Society of Testing and Materials (ASTM) emergency standard 13-89 (Now ASTM #F 1346-91).
- Self-latching devices on all doors with direct access to the pool. Such latches shall meet the requirements for latches on self-closing gates set forth above.
- Emergency escape or rescue windows from sleeping rooms with access to pool shall be equipped with a latching device not less than 54 inches above the floor. All other operable dwelling unit or guest room windows with a similar access shall be equipped with a screwed in place wire mesh screen, or a keyed lock that prevents opening the window more than 4 inches, or a latching device located not less than 54 inches above the floor.

An above ground swimming pool shall have non-climbable exterior sides, which are a minimum height of 4 feet. Any access ladder or steps shall be removable without tools and secured in an inaccessible position with a latching device not less than 54 inches above the ground when the pool is not in use.

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* Approved pursuant to Arizona Revised Statutes, Sec. 36-1681 and A.A.C. R9-3-101.

** *"Pool"* means an in-ground or above ground swimming pool or other contained body of water 18 or more inches in depth, wider than 8 feet, and intended for *swimming,*

*** Phoenix, Peoria, Tucson, and some other cities, and unincorporated areas of Maricopa, Pima, and Pinal counties have different pool barrier requirements. Check with your city and county government to see if they have different pool barrier requirements.

Sample

RECEIVED ITEMS REPORT

Move-In Date: «TermBegin»

Property: «PropAddr1», «PropAddr2»

Type of Unit: «PropDescription»

Occupant(s): «TenantName1», «TenantName2», «TenantName3»

The above named occupant(s) have received the following items for the property listed above. All keys listed below must be returned at move out.

☐ **House Key(s)** _____

☐ **Garage Door Opener(s)**_____

☐ **Pool Key - Deposit** ☐ **Yes** ☐ **No $** _____

☐ **Mail Key**

☐ **Misc. Keys:** _____

☐ **Homeowners Association CC&R's**

Sample

_____ _____

Resident Date

_____ _____

Resident Date

_____ _____

Property Manager Date