

APARTMENT RENTAL AGREEMENT SUMMARY

Building Management Services, Inc.
Scottsdale, AZ

Property Information	Resident Information
Legal Owner: Community Name: Community Address: _____	Resident(s): Authorized Applicants: Apartment No.: # Apartment Type: # Bedroom # Bathroom
Rental Agreement Information	Monthly Rent
Rental Agreement Type: Renewal Lease Rental Agreement Term: Rental Agreement Start Date: Rental Agreement End Date:	Rent: \$ Pet Rent: \$ Month To Month: \$ Parking Rent: \$ Recurring Concession: \$ Total Monthly Rent: \$
Deposits (Refundable)	Miscellaneous Charges
Security (Refundable): \$ Pet Deposit: \$0.00 Total Deposits (not to exceed 1 ½ months rent): \$	Key Replacement: \$25 Month to Month Fees: \$250 Dishonored/Non-Sufficient Funds Fee (NSF): \$50 Late Fees: <u>\$75.00 initial late charge</u> Daily Late Fee: <u>\$10.00 per day</u> Notice Fee: <u>\$50.00</u> Attorney Fees & Costs (Eviction): actual amount invoiced by atty Inspection Fee: <u>\$50.00</u>
Fees (Non-Refundable)	
Admin Fee: \$0.00 Pet Fee: \$0.00 Total Fees: \$0.00	

APARTMENT RENTAL AGREEMENT (RENTAL AGREEMENT)

Building Management Services, Inc.
Scottsdale, AZ

The Property Owner (“Owner”) and **Building Management Services, Inc.** as agent for the Owner (“Management”), collectively referred to as “Landlord”, hereby rents to **LESSEE NAMES HERE**, the Resident(s) (the

tenant(s) who sign this Rental Agreement), and Resident(s) hereby rents from Landlord, apartment # of **COMMUNITY NAME** Apartments, located at **ADDRESS** to be used solely for the purpose of personal residence by persons, upon the following terms and conditions:

1. **TERM:** The term of this Rental Agreement shall be # months 0 days, commencing and ending on the dates indicated above. This Rental Agreement shall renew on a month-to-month basis under the same terms and conditions unless either party provides legal notice to the other pursuant to law. All terms and conditions stated on the Apartment Lease Summary, the Resident Handbook, Rules and Regulations,
 2. and any Lease Addenda (if Applicable) are incorporated herein as binding terms of this Rental Agreement.
 3. **RENT:** The rent shall be \$\$ per month, plus other monthly charges shown above \$\$ payable in advance on or before the FIRST day of each month at the rental office or on-line at rentcafe.com. Timely payments will be accepted in the form of personal check, certified funds or online at rentcafe.com; by debit card, credit card or electronic check. A pro-ration of the first month's rent shall be made if the term of the Rental Agreement commences other than on the first day of the calendar month. Any monthly rent not paid in full on or before the 1st day of the month will assess an initial \$75 late fee charge in addition to a late charge of \$10 per day beginning on the 2nd day of the month. A **\$50.00** fee will be charged for any check or other payment dishonored for any reason from the financial institution unpaid. Landlord reserves the right to demand that any sums due under this Rental Agreement be paid in a different form, including via certified funds, at a location and manner subject to change and to return any check previously presented to Landlord and to demand certified funds. Additionally, in the following instances, no personal or business checks will be accepted, and payment will be required in **certified funds**: (a) When paying rent after its due date, (b) for replacement of a payment dishonored by the financial institution, or (c) for all future rent payments following rejection of a second payment by the financial institution, for as long as Resident(s) resides on the property. Landlord discloses that it has the right to adjust the amount of monthly payment to correspond with any increases or decreases in the rate of transaction privilege tax or other tax that may be levied by a taxing authority on rentals during the term of the tenancy. Landlord has the exclusive right in its sole discretion to determine how any payments by residents are applied (i.e., past due rent, late charges, damages, unpaid security deposits, NSF fees, etc.). Resident agrees to fully cooperate with any lost or stolen rental payments. Any drop box that is offered by Landlord is to be used at the Resident's sole risk.
 4. **OCCUPANTS: Only** the persons named above are permitted to reside in the premises. No guests are permitted to stay at the community for more than five (5) days in any twelve-month period. The number of guests are limited to TWO (2) persons at a time. All persons who will visit the premises for any period longer than the stay listed above must be named in the Rental Agreement. All persons 18 and older must fill out a separate application, be approved, and a signer of the Rental Agreement. Subletting any portion of the premises is prohibited regardless of whether any compensation is paid.
 5. **DEPOSITS/NONREFUNDABLE FEES:** In order to guarantee Resident's faithful performance of the terms and conditions contained herein, Resident hereby deposits with the broker trust account the sum listed on the Apartment Lease Summary as deposits, to be applied to the payment of unpaid rent, fees, cleaning, and/or any damages to the rental unit, except normal wear and tear, as well as to any other financial damages resulting from Resident's noncompliance or breach of this Rental Agreement. Additionally, Resident(s) hereby agrees to pay the sums listed on the Apartment Lease Summary which are NON-REFUNDABLE fees related to the financial charges incurred as described by that nonrefundable fee, including but not limited to the routine cleaning, redecorating, and other preparations necessary to make the rental unit occupancy-ready for this tenancy. Resident(s) understands and agrees that without Landlord's written consent, deposits may not be used by Resident as credit for rent or other damages, and that interest, if any, accruing on such deposit shall belong to the Landlord.
- N/A @ Emerald, Fireside
6. **UTILITIES:** Resident(s) shall be responsible for contracting electricity service for the subject property at the commencement of the tenancy and shall be responsible for maintaining such service and paying all deposits and fees required by the utility for such service throughout the entire tenancy. Landlord may require proof of transfer of the electrical service by the time of move in. Landlord is not responsible for arranging for electrical service or other utilities that are the responsibility of the Resident(s), or for any charges for such service during the entire tenancy. If, for any reason, Resident(s) fails to maintain a utility service at any time during the tenancy or fails to meet payment obligations for the same, Landlord may, at its option, treat such

non-payment as breach of the Rental Agreement or as a non-payment of rent, and may proceed for any remedies allowed under the Arizona Residential Landlord and Tenant Act. Under no circumstances does the Landlord become obligated to provide that utility service, to pay for such service, or to continue such service in its name in the event the Resident(s) has failed to meet his or her obligations in order to keep that utility service in the Resident(s) name.

7. **HOLDOVER:** Either Landlord or Resident(s) may terminate this Rental Agreement at the end of the above term stated by giving to the other at least sixty (60) days prior written notice pursuant to ARS 33-1375, but in absence of such notice this Rental Agreement shall continue on a month-to-month basis until terminated by either party giving the other written notice at least sixty (60) days prior to the end of the monthly rental period and pursuant to the statute referenced above or subject to state or federal law.
8. **ABANDONMENT:** In the event Resident(s) should abandon the dwelling unit, or in the event an "abandonment" should occur by operation of law, as defined in A.R.S. Section 33-1370 or other applicable provisions of the Arizona Residential Landlord and Tenant Act, the Landlord may take possession of the dwelling unit and any contents, including Resident's personal property contained in such unit, consistent with provisions of law, and the Landlord may pursue all procedures and remedies allowed by law or in equity, including those under A.R.S. Section 33-1370. Abandonment does not constitute "surrender" of the premises without the consent of Landlord. Any personal property left behind by the Resident after vacating the unit will be dealt with and/or disposed of according to the provisions of law. Additionally, if any perishable items or any personal property abandoned by Resident(s) is determined by Landlord to be of less value than the cost of moving, storage and conducting a sale thereof, Landlord may destroy or otherwise dispose of any or all of the abandoned property without liability to Resident(s).
9. **ATTORNEY'S FEES AND JURY TRIALS AND CLASS ACTION SUITS:** In the event of legal action to enforce compliance with this Agreement, the prevailing party may be awarded court costs and reasonable attorney's fees. Both parties hereby waive their right to a jury trial and to participate in a class action lawsuit against the other party.
10. **DEFAULT:** In the event of default or material breach of the Apartment Rental Agreement or the Rules and Regulations of this apartment community by the Resident(s), Landlord will be entitled to proceed with any or all rights and remedies allowed under law. Such rights and remedies would include those set forth in the Arizona Residential Landlord and Tenant Act. In addition, Resident(s) specifically agrees to the following:
 - A. If demand for payment of rent is made through service of a Five-Day Notice or if any other breach notice is issued by Landlord upon the Resident(s), whether accomplished by personal delivery, actual delivery, or by use of certified or registered mail, Resident(s) agrees to pay an additional **\$50.00** administrative Notice Fee for preparation and service of any legal notice, due as additional rent.
 - B. When rent is due, it must be paid by Resident(s) in full and in a timely manner. Landlord has the right to reject partial payments and impermissible forms of payment and to proceed with legal remedies.
 - C. Resident(s) agrees to reimburse all rent specials or incentives (concessions), if any, previously granted if Resident(s) either defaults under this Rental Agreement or otherwise is unable to fulfill the full term of this Rental Agreement. Landlord may recover such amounts as additional rent in the event of court action or other collection procedures pertaining to the Rental Agreement.
 - D. Resident(s) agrees to pay rent for the full stated term of this Rental Agreement including if the Rental Agreement is terminated due to breach by Resident(s), subject to mitigation if the dwelling unit is re-rented prior to the scheduled expiration date in the Rental Agreement. Prepaid rent, if any, may be applied to other financial charges, according to law, or any delinquent unpaid rent, late charges, or for damages to the dwelling unit. In no event may the Resident(s) accelerate the application of prepaid rent to any prior rental due date and acceptance of prepaid rent shall not be deemed a waiver of any rights of the Landlord.
 - E. Resident may choose to buy out their leasing obligations in writing as long as they are not currently in default at

the time they request this option. The buy out fee is equal to two months rent and must be paid at the time the request to buy out the lease is made by Resident.

F. Resident(s) and any Guarantor, agree to pay all cost of collection, including attorney fees, collection fees, and contingent fees to collection agencies of not less than 35% of the delinquent balance, such contingency fee to be added and collected by the collection agency immediately upon referral of Resident(s)' account to the collection agency of Landlord's choosing.

11. **WAIVER:** Time is expressly made of the essence with respect to performance of any term or condition of this Rental Agreement. Any waiver by Landlord or its agents of any covenant or condition, in order to be affective, must be in writing, signed by a person with appropriate and actual authority, unless otherwise provided by law. Any waiver or consent with respect to a covenant or condition does not constitute waiver or consent for any subsequent such circumstances. Landlord is entitled to the full amount of rent and any late charges as may become due under this Rental Agreement subject to Arizona law. Under no circumstances is Landlord required to accept a partial payment of rent due. If Landlord should agree, in a particular instance, to accept partial payment of rent and/or late charges, Landlord may require that the Resident first sign a non-waiver agreement wherein Resident(s) promises to pay the unpaid balance by a specific date(s) and acknowledges that the Landlord does not waive any of its legal rights and remedies concerning that matter in the event of breach of the non-waiver agreement.

12. **ACCESS:** Landlord shall have the right of reasonable access, at all times, to the rental premises for the purpose of inspecting the premises, making necessary or agreed repairs, decorations, alterations, or improvements, to supply necessary or agreed services, to inspect the functions of plumbing and electrical systems, as well as for purposes of health and safety, and/or to exhibit the unit to prospective or actual purchasers, mortgagees, workmen or contractors. Landlord may enter the apartment unit without the consent of the Resident(s) in case of emergency. Landlord will give at least 2 day's written notice of intent to enter, except in cases of emergency, upon receipt of a written request for repair, or if it is impracticable to do so, in which case Landlord is entitled to enter without advance notice consistent with the applicable law.

13. **CRIME FREE CLAUSE:** Being members of any chapter of the International Crime Free Association, or any similar organization, does not mean that the participating community is free of crime. However, in an effort to detect criminal activity at the community, this Crime Free addendum is a necessary and crucial element of the Rental Agreement. Resident hereby agrees to live crime free and ensure that Resident's guests and invitees live crime free, on or off the property.

Resident understands that crime can and does occur in every segment of life as well as in every apartment community and neighborhood, regardless of the location. No property can or should be considered totally safe and free from crime regardless of the measures taken to the contrary. Hence, Landlord/Landlord does not and cannot, in any way, warrant or guarantee Resident, Resident's Occupants, Resident's guests, or Resident's invitee's safety at, on, near, or off the community property. Resident understands that the safety of Resident and Resident's household is Resident's responsibility and not the responsibility of the community or Landlord/manager's staff.

Therefore, as part of the consideration for the execution or renewal of a Rental Agreement, Resident agrees as follows:

- a) Resident, Resident's Occupants, and Resident's guests and invitees shall not engage in any criminal activity on or near the Rental premises.
- b) Resident, Resident's Occupants, and Resident's guests and invitees shall not engage in any act that is intended to or actually facilitates any criminal activity, on or near the Rental premises and common ground or that otherwise impacts the rental community in any manner.
- c) Resident, Resident's Occupants, and Resident's guests and invitees shall not permit the dwelling unit, Rental premises or common ground to be used for any criminal activity.
- d) Resident, Resident's Occupants, and Resident's guests and invitees shall not engage in any act of violence or threat of violence, including, but not limited to, the unlawful display or discharge of a firearm, a racial slur, a hate crime, or any property damage on or near of the Rental premises.
- e) Resident, Resident's Occupants agree and understand that Landlord cooperates with law enforcement agencies and agree to allow Landlord to release any information contained in Landlord's file regarding Resident, Resident's Occupants and Resident's guests and invitees to any law enforcement agency upon request. Resident agrees

that Landlord may use any police generated reports as direct evidence without objection in any court action, including but not limited to eviction.

VIOLATION OF THE ABOVE PROVISIONS IS A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.

A single violation of any of the provisions set forth above shall be deemed a serious, material and irreparable violation and noncompliance of the Rental Agreement, regardless of whether or not Resident has any knowledge of the violation by an occupant, guest, or invitee and regardless of whether on or near the property or that otherwise impacts the rental community in any manner. It is understood and agreed that a single violation shall be good cause for immediate termination of the Rental Agreement. Proof of the violation shall not require criminal conviction but shall require only a preponderance of the evidence.

In case of conflict between the provisions of this section and any other provisions of the Rental Agreement, the provisions of this section shall govern. This provision is incorporated into the Rental Agreement or any renewal thereof, executed or renewed at any time between Landlord and Resident(s).

- 14. SUBORDINATION:** This Rental Agreement is and shall remain subordinate to any ground lease, mortgage, deed of trust, agreement for sale, or other encumbrance now existing or hereafter to be placed upon the unit and to any modifications, extensions, replacements and advances in connections therewith.
- 15. SEVERABILITY:** Should any provisions of this Rental Agreement be held to be void, invalid or enforceable, the same shall not affect any other provisions contained herein.
- 16. BANKRUPTCY:** Unless otherwise required or prohibited by law, this Rental Agreement, and any right arising out of this tenancy, shall not become an asset in bankruptcy. In the event a petition in bankruptcy is filed by or against Resident(s), or if a receiver is appointed as to the assets of Resident(s), this Rental Agreement shall, at the election of Landlord, terminate and Landlord may proceed to recover possession of the subject unit.
- 17. RENTAL DOCUMENTS:** Any rules and regulations, animal agreement, resident handbook, or any other document(s) that may be executed between Landlord and Resident(s) pertaining to the subject tenancy or property, are hereby made a part of this Rental Agreement, even if executed on a date other than the signing of this Rental Agreement, incorporated herein, and intended to be in compliance with Arizona law. If there are changes to any laws that impact this Rental Agreement, this Rental Agreement shall be modified immediately so as to be in full compliance with those laws.

This Rental Agreement does not become effective and binding until such time as Resident(s) has met all of Landlord's Rental Screening Criteria. Should Resident not pass the Applicant Screening Criteria or Conditions of Acceptance, then the Rental Agreement is null and void. Furthermore, the Rental Agreement is not binding until approved and executed by Landlord.

I HAVE READ, UNDERSTOOD AND AGREE TO ALL THE TERMS AND PROVISIONS OF THIS AGREEMENT. I VOUNTARILY SIGN THIS AGREEMENT AND ACKNOWLEDGE RECEIPT OF A FULLY EXECUTED COPY OF THIS AGREEMENT ON THIS #th Day of Month 2025

_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date
_____	_____		
	Date		
_____	_____		
Agent for Lessor	Date		

PERMISSION FOR ACCESS FOLLOWING DEATH, INCAPACITATION, OR INCARCERATION

Resident(s) hereby authorize the following person(s) to access the apartment/home for the sole purpose of removing all of Resident’s possessions, including any animals, in the event that they pass away, become incapacitated, or incarcerated:

Emergency Name (name and relationship to Resident)

Emergency # (contact phone number and email address)

(contact address)

Resident(s) understand(s) that if the Landlord is unable to contact the above named person at the address and phone number provided, or if the above named person fails to respond to Landlord's request to remove the items within **ten (10)** days (24 hours if it involves an animal), then Landlord may proceed with deeming these items abandoned under the Abandonment Statute, ARS 33-1370, and may dispose of all property remaining in the unit pursuant to Arizona law. If an animal is involved, Landlord may, but is not required to, take all reasonable steps to have any animal delivered to a third-party provider or removed by a proper authority (i.e.: veterinarian, animal rescue entity, humane society, law enforcement) at the sole expense of the Resident.

If the authorized person(s) come to retrieve the property, that person must present to the Landlord a valid government issued identification confirming that person's identity before the property can be removed. If the authorized person contacts the Landlord within **ten (10)** days of the Landlord's initial attempt to contact them, then that person shall have **twenty (20)** days, or the last day for which rent is paid, whichever is longer, to remove the property and return the keys, during regular business hours. If the property is not completely removed, the Landlord shall abide by ARS 33-1370. The Landlord may destroy or otherwise dispose of some or all of the property if the value of the property is so low that the cost of moving, storage and conducting a public sale exceeds the amount that would be realized from the sale. Following the above, the Landlord shall have no further liability to the Resident, Resident's Estate, and Resident's Heirs for loss, damage or stolen property to the maximum extent permitted by law.

If the authorized person fails to voluntarily leave the premises after the agreed upon access period, the Landlord shall have the right to immediately lock the premises and require the authorized person to leave. If the authorized person fails to leave upon request, the Landlord shall have the immediate right to call the police and have them removed. Nothing in this agreement, or by permitting access, will constitute the creation of a new Rental Agreement with the authorized person nor otherwise authorize that person to reside in the property during the period that they are removing said items. Additionally, this does not create a Will or give the named person any rights other than to remove the belongings and ensure their safe keeping pursuant to any actual Will previously executed by Resident, any probate laws or other laws that may apply.

RESIDENT HANDBOOK

CARE OF PREMISES:

- a. Resident(s) shall not decorate or alter the Leased Premises without permission in writing from Landlord. Further, Resident shall comply with all State statutes and City ordinances which are applicable to the premises. Resident(s) has carefully inspected the premises and finds them to be in a clean, rentable, undamaged condition except as may be noted otherwise at the end of this Rental Agreement. (Apartment Inventory and Damages). To the maximum extent provided by law neither the Landlord nor Landlord shall be liable to Resident(s) or Resident's licensees and invitees for any damage to person or property caused by the act of negligence of any other Resident(s) or non-Resident(s) at the community, and Resident(s), having inspected the premises, accepts the same as suitable for the purposes for which it was rented.
 - b. Resident(s) agrees to exercise reasonable care in the use of the premises and to maintain and redeliver the premises in clean, safe and undamaged condition, free from occupants, guests, their belongings, and from pets. At Landlord's option, repair charges shall be due immediately from Resident and shall be paid no later than the first regular monthly rental due date immediately following such repairs.
 - c. Resident(s) shall maintain the leased premises in a clean and safe condition at all times. No smoking is allowed in the common area, unless designated as a smoking area. No flammable products, including candles, are allowed in the unit.
 - d. The leased premises are for Residential use only. NO business or commercial enterprise may be conducted from or upon the leased premises.
 - e. Resident shall not be permitted to attach any satellite dish or other equipment, including Ring or other security device, to any part of the building.
 - f. No modifications of the premises are allowed, including but not limited to locks, light fixtures, electrical outlets, window coverings and any other part of the leased premises.
2. **ANIMAL RESTRICTIONS:** Once an Animal Addendum is executed, Landlord will accept a dog, **100 pounds** or less, or a domestic house cat. Dog Breed restrictions listed on the Rental Agreement must be strictly enforced. This means Landlord will not accept **Pit Bulls. Rottweilers. Doberman Pinschers, German Shepherds. Chows. American Staffordshire Terriers, any breed of Mastiff or Great Danes.** Landlord will not accept any dog mixed with the aforementioned breeds. Additionally, no animals are allowed that have acted in an aggressive manner toward any human (including the owner of the animal) or that has seriously damaged any property.
- a. Dogs and cats must be at least 1 year of age. No puppies or kittens are allowed.
 - b. Assistance animals are permitted. See Landlord for important information.
 - c. Fish are allowed, no pet deposit required. Fish tanks larger than **30 gallons** are not allowed on the second or third floor.
 - d. Caged birds are allowed (limit two), no pet deposit required. Birds must be kept inside the apartment in a cage at all times and may not be allowed to make noise which will disturb the neighbors.
 - e. Caged rabbits, guinea pigs, hamsters and gerbils are allowed (limit two), no pet deposit required.
 - f. Caged reptiles (non-poisonous) are allowed (limit two), no pet deposit required. **Snakes of any kind are not allowed.**
 - g. **Any other animal not listed above is not allowed**, including but not limited to pigs or other barnyard animals, ferrets, mice, or rats.
 - h. All animals, including assistance animals, must be accurately and fully disclosed in writing prior to entering the premises and must be approved in writing by Landlord.

3. RESIDENT HOUSE RULES: The Rules and Regulations are for the mutual benefit of all Resident(s) and are deemed a part of this Rental Agreement. Any material violation of any rule shall constitute a default under this Rental Agreement.

4. MOLD PREVENTION:

Mold is part of the environment and can be found both outside and inside all homes, whether the homes are new or old. Mold is part of the fungi family and is common, abundant, and part of the ecological system. Molds and fungi are found nearly everywhere and are part of the recycling of organic material. Mold can grow where there is moisture. Mold is found in plants, foods, dry leaves and anywhere moisture is present. Airborne mold spore concentrations can become a health risk when areas are moist or wet for prolonged periods.

RESIDENT(S) AND OCCUPANT(S) DUTIES TO PREVENT MOLD:

Because Resident(s) and Occupant(s) live in the apartment home, the Landlord must rely on Resident(s) and Occupant(s) to **promptly** inform the Landlord, in writing, of any water penetration, humidity, leak, flood, standing water, or any suspected moisture problem. This notification requirement is Resident(s)' and Occupant(s)' responsibility under the Rental Agreement. Resident(s) and Occupant(s) are required at all times to:

- a. Promptly report in writing to the Landlord office all leaks, including, but not limited to, leaks from roofs, pipes, and heating and air-conditioning units. Report any damp carpet.
- b. Clean up all spills and water that may collect on the floor or walls after showering or bathing.
- c. Thoroughly dry any moisture that may collect on the frames of doors or windows or on windowsills.
- d. Promptly report all sewage back-ups, toilet overflows, or floods.
- e. Limit the use of a humidifier because a humidifier creates moisture.
- f. Make sure that houseplants do not contain standing water.
- g. Promptly and regularly dispose of garbage and other debris.
- h. Clean and sanitize Resident(s) and Occupant(s) home on a regular basis. Clean any mold accumulation areas using a household biocide such as Lysol, PineSol, or Tilex.
- i. Thoroughly wipe off steam on walls that may result from cooking, laundry, boiling water, or running hot water.
- j. Use the exhaust ventilation device in the bathroom during showering and bathing and leave it on until all moisture has been removed. Leave bathroom doors open after showering and bathing to allow moisture to dissipate.
- k. Promptly report in writing to the Landlord office any sign or suspicion of mold, mildew or fungi.
- l. No clotheslines are permitted, indoor or outdoors.
- m. Keep drying vents free of lint, debris and other blockages.

If Resident(s) and Occupant(s) personal belongings have been exposed to prolonged moisture and/or mold is suspected, the following is suggested:

1. After drying, use a vacuum cleaner with a HEPA (high efficiency particulate air) filter to remove mold from porous surfaces such as upholstered furniture, rugs, carpet and drapes.
2. Wash or dry clean clothing and linens (such as bedding and towels) to remove mold.

COMPLIANCE

If mold contamination is discovered in the home because of Resident(s)' and Occupant(s)' violation of the above duties, Resident(s) and Occupant(s) may be required to pay for all costs associated with the cleanup and/or removal of the mold. The costs to clean up and/or remove mold may include, but are not limited to: supplies necessary for clean-up and/or removal of the mold, restoration of the contaminated area to its previous condition, the costs of manual labor including contractors, all costs involved in the relocation of the residents and the contents in the home and surrounding homes including payment of rent for each day Resident(s) and Occupant(s) home remains vacant as a result of the contamination plus rent for any other homes vacated as a result of the mold in Resident(s) and Occupant(s) home. In addition, if Resident(s) and Occupant(s) or a resident in different unit

are required to vacate the home(s) because mold is found in violation of the duties as set forth herein, Resident(s) may be required to pay all costs for alternative housing, including the costs for other affected residents temporarily living elsewhere. Violation of this Mold Addendum shall be deemed a material violation under the terms of Resident(s) Rental Agreement. The Landlord shall be entitled to exercise all rights and remedies it possesses against Resident and their occupants.

RELOCATION

If mold is found, and Resident(s) and Occupant(s) did not violate the duties as set forth herein, and are required to move out of the home because of this casualty event, Resident(s) and Occupant(s) agree and do not object to temporary relocation, with expenses approved in advance by Landlord to be paid by Landlord if required by law, or any other remedy allowed under ARS 33-1366 or the ARLTA.

- 5. PESTS:** The parties hereby acknowledge that **Arizona** is located in a desert and, as such, there are many pests that thrive in the desert and some that arrive from other areas. Both parties hereby acknowledge that they each have independent duties to help control pest issues and that each party must work with the other party to address these issues in a timely manner to avoid pest infestations. The use of the word "pest" includes, but is not limited to: roaches, bedbugs, ants, scorpions, spiders, mice, and rats.

Obligations of the Landlord: The Landlord agrees to inspect the unit prior to renting the unit for pests and to pre-treat the home in the event that any pests are detected. In the event that pests or vermin are detected in the unit and reported by the Resident, the Landlord agrees to take all reasonable steps necessary to control or destroy the pests by using the proper protocol as determined by a licensed pest control service. This requirement in no way limits the Landlord's right to use staff to remedy the situation. Landlord agrees to provide the first treatment at no cost to Resident, unless there is evidence that the Resident and/or their guest created the environment that could have or actually created the pest problem. Landlord agrees to take all reasonable steps to address any identified pest issue.

Obligations of the Resident: The Resident agrees to take reasonable steps to prevent, control and report any signs of pests within **two** days. Notification shall constitute Resident's permission for the Landlord to enter the unit to inspect. Both parties agrees that because a pest issue needs immediate attention, with the reporting of this pest issue grants the Landlord the right to immediately, or as quickly as possible, enter into the premises for the sole purpose of addressing this issue. A courtesy notice of when the pest treatment will occur may be delivered either to the Resident, to the door or electronically to the Resident. Resident agrees to visually inspect for signs of pests routinely, including after they have visited another home or a hotel, all of their shoes, clothing and luggage. Resident agrees to prepare their unit for treatment and comply with all recommendations and requests from Landlord and pest control specialists prior to the professional treatment including but not limited to: placing all food in properly sealed containers and cleaning the home and all food preparation areas on a daily basis. Resident agrees that they will not knowingly or negligently bring any items into the unit that may be infested with pests or create any condition that would cause pest issues. Resident agrees to keep the home in a clean and debris free condition. Resident agrees to pay for any treatments in excess of the first treatment and that amount is due and owing as rent and payable on or before the next rental due date. If the Resident does not have the unit properly prepared for the initial or other treatments, the Resident agrees to be liable for that service fee. Resident agrees that breach of any of these obligations will constitute a breach of the Rental Agreement and may result in an eviction action and/or a claim for the damages incurred by Landlord.

Bedbugs: If bedbugs are discovered in the unit or in a surrounding unit, the Resident agrees to comply with additional steps including but not limited to any protocol provided by the pest control company and:

1. Placing all bedding, drapes, and rugs in bags to be transported for laundry or dry cleaning. Wash and dry all machine-washable items in the hottest setting. Dry clean any items that are not washable and notify the drycleaner of the issue so that proper steps may be taken to remedy the issue.
2. Removing or destroying all infected mattresses in sealed plastic and away from the common trash disposal area. Discard any other items that cannot be treated in the same manner.
3. Emptying all closets and furniture from the area during treatment and not returning any of those items until they have been cleared by the pest control specialist. Follow instructions on how to properly clean or destroy any infected items.
4. Deeply vacuum all areas of the unit including but not limited to closets and furniture. Follow instructions on how to properly discard vacuum contents.
5. Move all of the furniture away from the walls and leave access to closet areas.

Other: The Resident acknowledges that the Landlord is not an insurer of Resident's property and is encouraged to have insurance to cover any losses. Furthermore, to the maximum extent permitted by law, the Resident agrees to indemnify and hold harmless the Landlord and its agents from any claims, including attorney fees, which the Resident may incur as a result of the negligent or intentional acts of the Resident or their guests and that Landlord and its agents shall not be liable to Resident or their guests for any harm as a result of any pest issue other than for the intentional failure to address a pest issue. Resident may be liable for failing to comply with this addendum.

6. MISCELLANEOUS:

Landlord may discontinue or modify any and all facilities and/or amenities furnished and services rendered by Landlord not expressly covenanted for herein or required to be supplied under the Arizona Residential Landlord and Tenant Act, it being understood that they constitute no part of the consideration for this Rental Agreement.

This Rental Agreement shall be binding upon the parties hereto and their respective heirs, executors and successors. All rights given herein to Landlord shall inure to the benefit of the Landlord, or to any person or entity designated by Landlord as the recipient of said rights, and their respective assigns and successors in interest. Resident(s) may not assign this Rental Agreement or sub-let the premises, in whole or in part without the prior written consent of Landlord. Each of the obligations imposed on Resident(s) hereunder or in the Rules and Regulations is to be regarded as material in nature and the violation of any one or more such obligations shall entitle Landlord to exercise any and all available remedies, including the termination of this Rental Agreement and recovery of stipulated damages.

Resident(s) agrees to obey all laws and ordinances, and shall require all occupants and guests and invitees of the Resident to do the same. No controlled substances (including marijuana) or prohibited items of any kind may be possessed, stored, used, bought or sold anywhere on the premises in violation of law. This includes drug paraphernalia. Any violation of law by Resident(s), or occupant or guest of Resident, shall be deemed a material breach of the rental Agreement and may constitute grounds for termination of the Rental Agreement. Under such circumstances, no criminal conviction is required as a basis for immediate termination of the Rental Agreement through a special detainer action. Any governmental reports, including police reports, even without the appearance of the government agent. Any changes of laws and ordinances shall apply to Resident(s), occupants and guests. Landlord may, at any time, require Resident(s) to sign a drug-free housing addendum and, in any event, any and all provisions of law pertaining to controlled or prohibited substances are hereby incorporated into this Rental Agreement and are fully binding upon Resident(s).

Resident(s) may obtain a free copy of the Arizona residential Landlord and Tenant Act from the Arizona Department of Housing. Resident(s) have been provided with a Move-in / Move-Out inspection sheet which must be returned to Landlord within 24 hours of Resident(s) taking occupancy of said rental home. An inspection by Landlord has already been documented and will be deemed the condition at move-in if the form is not returned by Resident and must be signed by Landlord to be deemed received. Further, the Resident(s) is informed that he or she may be present at the move-out inspection of the home, to be conducted at such time as the Resident(s) vacates the premises upon expiration of this Rental Agreement, or upon such other termination of this tenancy consistent with the provisions of law. Upon request from the Resident(s), Landlord will notify the Resident(s) as to the time at which the Landlord will conduct the move-out inspection.

7. **DISCLOSURE:** The Owner's Agent for the rental premises is **Building Management Services, Inc.**, located at **10505 N. 69th Street, Ste. #400, Scottsdale, AZ 85253.** Building Management Services, Inc., is authorized to act as agent for the Owner, and likewise, is authorized to serve and receive notices on behalf of the Owner while managing this community. To be effective, all notices shall be in writing and shall be delivered to the Landlord at the address indicated above, and to the Resident(s) at the residential unit identified in the Rental Agreement. Notices shall be sent by certified mail or shall be personally delivered, or otherwise presented according to provisions of A.R.S. Section 33-1313. The parties may communicate from time to time via electronic methods. The parties agree that actual receipt of that communication shall be deemed sufficient Notice per ARS 33-1313.

- 8. RESPONSIBILITY/LIABILITY:** To the maximum extent allowed by law neither Landlord nor Landlord's Agent shall be liable for any injury, damage, or loss to Resident(s), to any other person, or to property, occurring on the premises or on any common areas thereof, unless the same is the proximate result of intentional or negligent conduct on the part of Landlord or Landlord's agents. Resident(s) assumes responsibility for himself or herself and any guests and invitees on the property, as well as for any property owned by the same, and Resident(s) shall be subject to any and all liabilities to which he or she may be obligated under law or in equity, without any imputation of liabilities to the Landlord or Landlord's Agent. Resident(s) agrees to be responsible, to the extent allowed by law or in equity, for any conduct and for any injuries, damages, or other losses caused by the Resident(s), by any occupants of the Resident's rental unit, or by guests of Resident(s), by invitees or any animals on the premises, occurring anywhere on the premises of the rental property. Further, Resident(s) agrees that as to any matters giving rise to legal liabilities of the Resident(s), not of Landlord and Landlord's Agent, that Resident(s) will hold the Landlord and Landlord's Agent harmless and will indemnify them from any and all claims and lawsuits resulting in such liabilities of the Resident(s) to the maximum extent allowed by law.
- 9. SAFETY CONSIDERATIONS, DISCLAIMER AND ACKNOWLEDGEMENT:** Nothing in this Rental Agreement requires Landlord to provide courtesy guards or any type of security service for the benefit of the Resident(s), guests of the Resident(s), any personal property, or any motor vehicles or other items located anywhere on the property, including within any rental units, parking area, common area, or otherwise unless required by law. Landlord makes no representation or guarantees, and assumes no responsibilities, unless otherwise required by law, as to matters of safety on the premises, conduct of other persons on or about the premises, and/or neighborhood conditions. Weapons of any kind are not allowed in common areas or in the leasing office. Any type of security system, including cameras, that are placed on the property by the Landlord are an amenity and subject to discontinuance at any time. Any cameras that may be placed on the premises are not a representation of security as Resident(s) and Occupants understand Landlord cannot guarantee security for residents' personal property, premises or personal safety and cameras would be used strictly to aid law enforcement after a crime is committed. No assurances, guarantees, or representations can be given as to any protection afforded by the use of any security system, unmonitored security cameras, or night patrol. Resident(s) and Occupant(s) have received no representations, guarantees, or warranties, either expressed or implied, in connection with any security on the property or the lack thereof, and Resident(s) and Occupant(s) further acknowledge that it is Resident(s) and Occupant(s) sole responsibility and the responsibility of the local law enforcement agencies to protect Resident(s) and Occupant(s) self, the occupants of Resident(s) and Occupant(s) rental unit, Resident(s) and Occupant(s) guests and Resident(s) and Occupant(s) property from the criminal element. Nothing in this Disclaimer is intended to alter the Landlord's liability under Arizona law.
- 10. RENTER'S INSURANCE:** Resident(s) may be fully liable for any loss or damage to the rented property during the term of the Rental Agreement caused by the Resident, their guests or invitees or animals on the property. To the maximum extent allowed by law, Landlord assumes no responsibility for any loss or damage to Resident's personal property, including, among other things, money, belongings, or vehicles. Resident(s) is required to carry a policy of renter's insurance to adequately cover bodily injury, property damage, and other liabilities which might arise on the premises, and to insure the rented premises, including all furnishings, appliances, decorations, and other items provided by Landlord, as well as Resident(s) own personal property. As a condition of Resident(s) tenancy, Resident understands, that Resident as Resident's sole expense and responsibility, prior to occupancy, must provide proof of the purchase of renter's insurance. Resident's renter's insurance must have a minimum of \$100,000.00 with coverage for pet or animal damage, if applicable, in Personal Liability Insurance coverage. Resident agrees to name Landlord as an additional interest under their insurance policy. Landlord requires that during the term of the Resident's tenancy, that Resident maintains renter's insurance. Resident expressly agrees that Landlord shall not be liable to Resident or others, including Resident's guests, occupants and invitees, for any damage to or loss of any personal property located in or about the premises or the building of which the premises are a part or any injuries where said damage or loss results from causes or acts of Resident or Resident's guests, occupants and invitees to the maximum extent allowed by law.
- 11. FAIR HOUSING:** WE DO BUSINESS IN ACCORDANCE WITH THE FAIR HOUSING ACT (THE CIVIL RIGHTS ACT OF 1968, AS AMENDED BY THE FAIR HOUSING AMENDMENTS ACT OF 1988), AND ANY OTHER SUCH LAWS INCLUDING STATE LAWS ARE COMMITTED TO EQUAL HOUSING OPPORTUNITY. **RESIDENT IS ENCOURAGED TO CONTACT BUILDING MANAGEMENT SERVICES INC DIRECTLY TO REPORT ANY FAIR HOUSING VIOLATIONS OR OTHER CONCERNS.**

12. SECURITY DEPOSIT REQUIREMENTS

Listed below is the procedure necessary to assure the return of the refundable portion of Resident(s) security deposit:

Step A:

At least 60 days prior to the expiration of the rental term or any renewal period. Resident(s) must give to Landlord written notice of the intentions not to renew the tenancy and to vacate the apartment. The notice must specify the final date of the Rental Agreement or tenancy by which the Resident(s) will vacate. Resident(s) remains responsible for the full term of the Rental Agreement and tenancy through the final day of the ending month of the Rental Agreement and/or tenancy. Resident must also, at least 60 days in advance, complete and sign the Landlord's "Notice of Intention to Vacate" form which will be provided to Resident(s) at such time upon request. Said notices must be in compliance with the ARLTA.

Step B:

At the Time Resident(s) and Occupant(s) are vacating the apartment:

- a. The home must be left in a clean and rentable condition.
- b. There will be a charge for any damage to the apartment and furniture located therein which is not deemed to be normal wear and tear.
- c. Return Resident(s) and Occupant(s) keys at time of moving. A lost key charge of \$25.00 will be assessed for each mail box, amenity key, and home key not returned.
- d. Resident(s) apartment will be inspected by Landlord after Resident(s) and Occupant(s) have vacated the premises. All of the refundable deposit(s) due Resident(s) will be mailed as required by law, to the address furnished on the "Deposit Request."

Rules and Regulations

Residents and Occupants

1. Residents/Leaseholders (tenants who signed the Rental Agreement) are responsible for all acts or omissions of themselves, occupants of their apartment units, and all guests on the premises, including any violations of the Rental Agreement and/or any criminal conduct that might occur on the premises subject to the ARLTA.
2. No one is allowed to loiter or hang out or play in the laundry room, stairways, common walkways, driveways, or parking areas. All occupants and guests must accompany the Leaseholder when using a common area amenity.
3. Damage to property or landscaping will be the financial responsibility of the Resident, including any damage caused (intentionally or negligently by persons in the care, custody, or as guests of the Resident).
4. Do not allow personal possessions including recreational items (such as bicycles, scooters, skateboards, strollers, toys, etc.) and tables/chairs, planters coolers, rugs/mats, , etc. to be left on walkways, stairways, driveways, parking areas, any common areas or in front of doorways.
5. Because of potential danger to Residents, guests, and other persons visiting the property, bicycling, skateboarding, roller-skating, hover boards and any other wheeled recreational devices are not allowed on sidewalks, driveways, or parking areas on the property.
6. For health and safety reasons, use of the spas/pools/exercise equipment is restricted to help prevent injury to persons who may be incapable of appreciating the risks that amenity use might entail. Leaseholders assume full personal responsibility for allowing any negligent access or for any damages or injuries sustained by themselves, occupants of their units, as well as any guests using those items or entering those areas. Residents, occupants, and guests must comply with all manufacturer specifications regarding appropriate age and health issues.
7. Use restrictions and hours for use of the swimming pool are as posted on a community sign near the pool area.
8. Leaseholder must accompany their guests and the occupants of the Resident's apartment unit when at the clubhouse, pool areas, spa areas, fitness/gym, or at such times as other facilities on the property are utilized. Residents are required, at all times, to exercise proper supervision on the premises.
9. Residents are prohibited from having, as an occupant or guest (whether an overnight guest or casual visitor), any person who was previously evicted from this apartment community, or any person who was otherwise caused to vacate due to non-payment of rent, or any form of non-compliance, regardless of the circumstances. Such persons are not allowed in any apartment, parking lot, driveway, or common area of this apartment community.

ANIMALS

Animals are prohibited in the buildings or on grounds anytime, except by written consent of the Landlord and subject to special rules outlined in a separate agreement. Multiple breeds and species are prohibited per other terms of the leasing documents. **We will not accept any dog mixed with a prohibited breed.** Assistance Animals are permitted and must be disclosed and approved by Landlord's written consent. See Landlord for details and necessary information.

1. No animal is allowed on the premises without permission of Landlord, signing of the required Animal Agreement by Resident, and the payment of the required pet fee and monthly pet rent, if applicable. Additionally, no animals are allowed that have acted in an aggressive manner toward any human (including the Landlord of the animal) or other animal or that has seriously damaged any property. There is a \$300 fine for unauthorized animals.
2. **Animal waste must be picked up immediately. There is a \$50 fine for failing to immediately remove and properly dispose of all animal waste and for any animal waste that occurs in any area other than the area designated for that purpose.**

GUESTS

1. Leaseholders are responsible for the conduct of their guests and assume financial responsibility for damage to the property, furnishings or landscaping caused by their guests.
2. Guests may only use recreational facilities and pools when accompanied by Leaseholder.
3. Overnight house guests must be limited to **two (2)** persons for no more than a total of **5** nights per year, except by prior permission of Landlord. Additional rent will be assessed in the amount of **\$10.00** per day, per person when such limits are exceeded and Resident(s) and Occupant(s) guest(s) must pass our background investigation. The receipt of this fee from Resident does not waive any rights of Landlord to require that person to be removed.
4. Guest parking in uncovered spaces only and must comply with all community rules.

5. Violation of any of the Guest policies may result in fines and legal action against Resident.

PATIOS, BALCONIES AND WINDOWS

1. Placement of towels, bathing suits, rugs or other objects over railings and patio fences is prohibited.
2. Landlord reserves the right to approve or decline the appearance of the patio area, due to unsightly, unsanitary, or hazardous conditions. Only outdoor patio furniture in good condition will be approved. No indoor furniture, shelving, camping chairs, outdoor cooking or heating devices will be allowed. No wheeled devices, items with a motor or recreational items may be stored in this area. Any approved vegetation must be well maintained and properly watered. Resident shall ensure that no water overflows out of any potted plant.
3. Do not install any outside aerials, wires or equipment in connection with any radio or television or make any outside installation.
4. Balcony walkways on upper floors must remain unobstructed at all times.
5. The use of posters, flags, signs, pictures, or decorative items (including stickers) on or in windows/doors is prohibited. The installation of shades, bamboo curtains or other sun deflectors on patios or balconies are not allowed. Seasonal/holiday decorations must be removed within seven days of the holiday or sooner if requested by Landlord.
6. If Resident wishes to install their own drapes over the mini blinds provided, Resident(s) and Occupant(s) must receive Landlord's prior written approval. All window coverings must have a white backing. No sheets or foil are allowed. The removal of the installed blinds is prohibited.
7. Any violation of this section of the community rules will result in a fine of \$50. This fine is due and owing as additional rent.

PARKING AND MOTOR VEHICLES

1. Parking of vehicles at or about the premises shall be in accordance with applicable laws, ordinances and in a manner controlled by Landlord. Any parking space assigned to Resident by Landlord is done as a courtesy and convenience and is not a matter of right to which Resident is entitled. To the maximum amount allowed by law Resident acknowledges that Landlord is not responsible for vehicles or any contents of vehicles; nor is Landlord required to provide any security services as to vehicles that may be parked on or about the premises.
2. No disabled or unregistered vehicle is permitted on the premises. "Head-in" parking is required in all parking spaces. Consistent with provisions of law, Landlord may have the right to tow vehicles, at Resident's expense, when such vehicles have been improperly parked on the premises. However, Landlord assumes no responsibility to cause vehicles to be towed from any parking space which might have been assigned to the Resident.
3. Two-wheeled and other wheeled motor vehicles are subject to the same rules as automobiles and are not to be operated anywhere but on approved driveways. Absolutely no gas operated vehicles and \ or equipment are to be stored in the apartment, on patio or balcony, or under stairways and walkways. Only one vehicle is permitted in any parking space.
4. Boats, trailers, recreational vehicles and oversize trucks are not permitted.
5. Resident is required to provide Landlord with information concerning the model, make, and license number of any motor vehicle that may be parked on the premises. Resident is required to update such information in writing when there is a change of vehicles.
6. Parking in fire lanes is prohibited.
7. Parking spaces, lots, driveways and common areas may not be used as places for noisy or disturbing conduct, littering, hanging out or storage of vehicles or any other items.
8. Resident is responsible for any noise created by vehicle alarms, horns, or any other such devices. Any unreasonable or repeated sounding of alarms, horns, or similar devices, for any reason, will be deemed a breach of these rules and regulations.
9. Vehicle repairs, alterations, servicing, racing of vehicle engines, vehicles without proper noise-control devices, or the washing of vehicles are strictly prohibited anywhere on the premises of the apartment community.

10. Unsafe vehicle operation, excessive speed, and other dangerous activities in the operation of motor vehicles are likewise prohibited anywhere on the premises.
11. Motor vehicles not displaying current registration plates or tags are prohibited on the premises and will be subject to towing.
12. Violation of any Parking or Motor Vehicle regulation may result in fines and legal action.

POOLS

1. Warning! No lifeguard on duty! Leaseholders (tenants who signed the Rental Agreement) must accompany and supervise all occupants and all guests in the pool areas at all times and must assume full responsibility for the safety and well-being of themselves, all occupants, and all guests in the pool and pool areas.
2. Pool hours must be obeyed as posted in the pool area or as otherwise published by Landlord and are subject to change.
3. Note! It is the responsibility of the Resident (tenant) to prevent access to the pool and pool areas by those unit occupants and guests who lack proficiency in swimming, who lack appreciation for the potential dangers of water, or whose level of behavior or maturity reduces the likelihood of compliance with rules regarding the safe use of the pool and surrounding areas. To the maximum extent allowed by law, Landlord does not assume any liability for the lives and safety of persons, regardless of age, in or about the pool and pool areas.
4. Shouting, screaming, running, pushing or throwing persons or objects into the pool, roughhousing, or any other disturbing conduct is prohibited. Persons engaging in such conduct will be considered in breach of the Rental Agreement and may be banned from using the pool area or other facilities.
5. No more than **2 guests** are allowed at a time. Guests must be accompanied by Leaseholder. Landlord reserves the right to adjust pool hours on seasonal or curfew basis as needed, and to exclude guests from pools from time to time depending on demands.
6. No FOOD OR GLASS containers in pool areas.
7. ABSOLUTELY NO PETS IN POOL AREA!!
8. Upon entering or leaving the pool area, be sure to secure all latches on any pool gates.
9. Diving, running, jumping and ball playing is dangerous and is not permitted in or around pool facilities.
10. Safety equipment has been provided for emergency use only. DO NOT REMOVE it from the pool areas or use these items for any purpose other than in an emergency.
11. Radios or any other equipment that plays music, may be used with head sets (or similar items that limit disbursement of noise) only.
12. Bobby pins/hair clips, other metal objects and suntan oils are harmful to pool systems and must be removed before entering pool or spas.
13. Only reasonable and modest swimwear manufactured for that purpose is allowed in pool or spas.
14. Landlord may deny use of the pool to anyone for reasonable cause.
15. Landlord is not responsible for accidents or injuries of persons using pool or facilities to the maximum extent allowed by law.
16. Persons with sore or inflamed eyes, colds, nasal or ear discharges, boils, or other acute or obvious skin or body infections or cuts are prohibited from using the pool.
17. Persons who are incontinent must wear tight fitting rubber or plastic pants or a swim diaper, and shower and use the toilet before entering the pool.

LAUNDRY

1. Laundry equipment may be available for Resident(s) and Occupant(s) use. Hours are posted at the laundry room or otherwise published by Landlord. Should Resident(s) and Occupant(s) have any trouble with the equipment, please report it to the Management Office. Machines may take coins, a special card or be operated via an application that can be downloaded to a phone.

2. Resident is required to leave the laundry room and equipment clean and orderly after use. Resident is prohibited from leaving any laundry unattended. No items may be placed in these machines that have substances that may cause harm to others or their possessions such as items that are contaminated, infested, or have foreign substances on them such as oil/gasoline/wax/feces/urine/blood etc.
3. Landlord is not responsible for loss or damage to clothing.
4. The use of powder or tablet detergent is prohibited in card operated wash machines. Only liquid detergent and fabric softened is permitted. The use of chlorine or other items that may bleach or cause harm to fabrics is prohibited.

BARBECUE

1. Barbecuing and the use of any outdoor cooking devices on patios or balconies is prohibited per local fire ordinances.
2. As to any barbecue grills provided by Landlord, if any, turn off gas and clean barbecues after each use.

MAINTENANCE

1. Any damage to the apartment property, unsafe activities, vandalism, need for repairs, or prolonged disturbances should be reported to the Management Office.
2. Plumbing, electrical, heating and other maintenance problems should be directed to the Landlord Office. Failure to report necessary maintenance or repair issues may result in legal action and financial responsibility to the Resident for the additional damage caused.
3. Expense or damage resulting from stoppage of waste pipes or overflow from bathtubs, sinks, wash basins, or toilets caused by improper use will be charged to the Resident.
4. All light bulbs are initially installed by Landlord. Replacement of these bulbs with the same or similar wattage is the responsibility of the Resident. No colored light bulbs are permitted.
5. Alterations, modifications, and additions must, of necessity, be limited to those approved in advance by Landlord. Please inquire directly with the Management Office.
6. Fiberglass tubs and showers must be cleaned with non-abrasive cleaners to prevent damage to surfaces. We recommend a good liquid cleaner for best results.
7. Garbage disposal and water should be turned on before inserting waste materials and Resident(s) and Occupant(s) must operate this item pursuant to manufacturer guidelines. A reset button is located on the bottom of the unit. If unit does not operate, turn off switch and push reset button. Do not put such items as metal, glass, and other nonfood items in the disposable. Additionally, corn cobs, banana peels, artichoke leaves, celery or other fibrous materials should not be placed into the disposal as they will render it inoperable.
8. Use ordinary picture hooks with brads to hang wall decorations.
9. Place all trash in dumpsters provided. This prevents an unsightly mess and minimizes health hazards. Flatten all cardboard containers before placing them into trash containers. Contaminated/infested/flammable and large items shall not be placed in or around the dumpster and must be disposed of properly offsite.
10. Dishwashers should not be left on while Resident is away from apartment.
11. Digging in any area is prohibited.
12. Resident will replace or pay for (at Landlord's option) breakage, loss, damage and necessary clearing caused by their actions/inactions to any part of the leased premises including but not limited furniture, drapes/blinds, flooring, walls, doors, ceiling, windows, glass, mirrors, cabinets, appliances, kitchen items, locks, keys or other items in the unit and common areas. Locks may not be altered or changed without prior written consent of Landlord. Resident is responsible for all services calls caused by their actions or inactions and for any missed scheduled service appointments.

GENERAL POLICIES

- 1. Resident(s) and Occupant(s), guests, acquaintances, family members, invitees, and friends must conduct themselves in such a manner that will not disturb any neighbor's peaceful enjoyment of our community; Observing quiet times between 10 pm and 7 am. Noisy, disorderly, harassing or offensive conduct, conduct annoying or disturbing to other tenants, including noxious odors, shall be grounds for termination of occupancy. Excessive or disruptive vocal or instrumental music will not be permitted.**
- 2. Resident(s) are expected to conduct themselves in a professional, courteous, and orderly manner at all times. Resident shall not become verbally abusive or harassing with Landlord, staff and/or their employees at any time whether during or after business hours. Resident shall not bother any staff at their home after office hours or in such a manner that would be considered harassment or interference with Landlord, staff and their employees' peaceful enjoyment of their residence.**
- 3. Efficient, appropriate, and prudent use of utilities is required. No utilities are permitted to be used for any business purpose.**
- 4. The Landlord reserves the right to require certified or cashier's checks or any other specific form of payment/tender in the payment of any amount due under the Rental Agreement.**
- 5. Residents who anticipate service calls by persons hired by Resident including but not limited to deliveries, repairs, or service installers when not at home, must make arrangements with the Management Office. Resident needs to give written notice to allow Landlord to let vendor have access to Resident's apartment. Landlord will not accompany such person to Resident's apartment/unit.**
- 6. Landlord will not accept or sign for any certified or registered mail unless addressed to Landlord.**
- 7. Smoking is prohibited 20 feet from any door, window or heating/cooling appliance as well as in any common area not designated as a smoking area, including but not limited to the office, clubhouse, pool area, laundry room, and wherever otherwise restricted by posted notice or city/state ordinance.**
- 8. Landlord shall not be responsible for loss or damage to personal property of Resident to the maximum allowed by law. See additional terms in the Rental Agreement.**
- 9. Any change of lock requested by a Resident will require payment of a \$75.00 service charge and will be changed during office hours. Landlord is not responsible for a lock-out by a resident and will not respond to lock-out calls after office hours.**
- 10. Possessions may not be sold out of the apartment by a yard/estate sale. Additionally, Resident is prohibited from conducting a business of any kind out of their apartment or subletting in any manner. The delivery of mail and other items must be limited to personal use only. No persons are permitted to visit the community as an employee or client or purchaser of any service or product from Resident or anyone else under their control.**
- 11. These rules are subject to change by Landlord upon reasonable notice and consistent with Arizona law.**
- 12. Each Resident agrees to be bound by these rules. Any breach shall be regarded as a default by Resident under the terms of the Rental Agreement.**
- 13. All Residents and occupants of units in this community must obey all Federal, State, and Local Laws, Ordinances and Regulations which may pertain to them, including all laws, ordinances and regulations governing conduct, health and safety, and any legally mandated curfews.**
- 14. Every term of this Agreement is intended to comply with the ARTLA.**
- 15. Any violation of the terms and conditions of this lease or its rules and regulations will result in a fine of \$50 per offense. This fine is due and owing as additional rent.**

	Date		Date
	Date		Date
	Date		
Agent for Lessor	Date		

APARTMENTS

ANIMAL RESPONSIBILITY CLAUSE

*IF APPLICABLE

(Addendum to Rental Agreement-Lease)

Name(s) Lessee(s): _____ Apartment #: _____

In consideration for the allowance of the following described animal(s) on the premises, I/we, the Lessee(s)/ Animal Owner(s) agree(s) that this document will become an Addendum to the subject Apartment Rental Agreement, and I/we agree to meet all the following terms and conditions:

No animals are allowed that have acted in an aggressive manner toward any human (including the owner of the animal) or other animal or that has seriously damaged property.

1. Only the animal(s) listed and described below are authorized to be on the rental premises. Any other animal would need to be approved, **in writing, in advance**, by Management.

Animal Descriptions			
Sex:	Type:	Color:	Breed:
Name:		Age: 0	Weight: 0.00
Sex:	Type:	Color:	Breed:
Name:		Age:	Weight:

(A photograph of the animal(s) must be provided by the Lessee(s) and will be held on file by Management for the duration of the lease term.)

The animal is an assistive animal Yes No See management for additional details.

2. Lessee(s) agree to supervise and/or control the animal(s) at all times so that the animal(s) will not cause or contribute to the occurrence of any of the following: Injury to persons or other animals, damage to property, dangerous conditions, nuisance, noise, odor, health hazard, and/or any menacing behavior or disturbance of the peaceful enjoyment of the premises. Lessee(s) further agree to prevent the animal(s) from damaging or dirtying the apartment unit, the common grounds, walkways, parking areas, landscaping or gardens. Additionally, Lessee(s) agree to accept full responsibility and liability for any and all acts, injuries, damages, losses, hazards or any other disturbances caused by his/her animal(s).
3. Any animal droppings or other animal waste must be promptly cleaned up and removed by the Lessee(s) and must be disposed of in proper receptacles. In apartment communities which have specially designated areas for walking of animals, the animal(s) are allowed only in such designated areas when outside the rental unit, and in no other areas.
4. Lessee(s) warrant that the animal(s) is housebroken, that the animal(s) has no history of having caused physical harm to any persons or property. Lessee also warrants that the animal(s) has no vicious history or tendencies, and that the animal(s) has not previously caused injury or damage to persons or property through biting, scratching, chewing, etc.
5. Lessee(s) agree to register the animal(s) in accordance with applicable laws and ordinances.
6. Lessee(s) agree to observe and obey the following requirements as to specific types of animals:
 - Dogs and Cats: Must be controlled at all times. Must be kept on a short leash while on common areas or grounds. Barking will not be tolerated in that it is considered to be a nuisance to other tenants. Proper disposal of dog and cat litter (securely bagged) must be done on a frequent basis. Odors arising from litter will not be tolerated. No animal may be tied up anywhere on the premises.
 - Birds: Birds must be properly caged. Seeds and droppings must be shielded or caught to prevent accumulation and/or damage to carpeting/floors.
 - Fish: Aquariums must not leak and must be cleaned regularly to prevent foul water and/or odors.
7. VIOLATIONS: In the event of material breach of this Addendum, Management may at its discretion: (a) Require that the animal(s) be immediately and/or permanently removed from the property; or (b) Impose a charge of **\$0.00**, as additional rent, against Lessee(s) for each violation of this Addendum, payable on the next scheduled rental due date; and/or (c) seek any and all remedies available to landlords/management under the Arizona Residential Landlord and Tenant Act, including possible termination of the rental agreement and tenancy.

Initial: _____

ANIMAL RESPONSIBILITY CLAUSE

- 8. I/we agree to indemnify the owner, landlord, and management of the subject property, and to hold them and all agents and employees thereof, harmless from any and all liabilities and claims of liability arising from the presence and actions of my animal(s) and/or my handling or lack of supervision concerning my animal(s), or from any other negligence on my/our part concerning the animal(s), including any and all liabilities or claims arising from injuries, property damage, and/or any other losses, including any costs of impounding or housing the animal at any kennel to the maximum extent allowed by Arizona law.
- 9. I/we agree that any otherwise refundable pet deposits and security deposits will be subject to pay for any damages that may be caused to the premises, including any expenses incurred by Management to eliminate any odors or stains caused by a animal to the premises. If damages or expenses should exceed the amount of any refundable deposits, I/we, agree to promptly pay all additional remaining damage amounts and expenses to the Management upon demand. Any designated non-refundable animal fees or deposits are the property of Management and are not subject to payment of any charges due from Lessee(s) for damages or for any other obligations owed to Management.

NO ANIMAL IS ALLOWED TO RUN LOOSE ON THE COMMON AREAS OR GROUNDS OF THE PREMISES. MANAGEMENT IS NOT OBLIGATED TO PRESENT ANY SUCH ANIMAL(S) TO A KENNEL. MANAGEMENT MAY IMMEDIATELY TURN SUCH ANIMAL(S) OVER TO THE HUMANE SOCIETY OR ANIMAL POUND. NOTE THAT THE HUMANE SOCIETY AND THE ANIMAL POUND MAY KEEP ANIMAL(S) ONLY FOR A SHORT PERIOD OF TIME BEFORE ADOPTION OR EXTERMINATION. THE UNDERSIGNED LESSEE(S) HOLDS OWNER/LANDLORD/MANAGEMENT HARMLESS FROM ANY CLAIMS FOR TURNING OVER TO SUCH AN AGENCY, OR TO THE POUND, ANY ANIMAL THAT HAS BEEN FOUND TO HAVE BEEN RUNNING LOOSE ON THE PREMISES OR GROUNDS. OWNER/LANDLORD/MANAGEMENT BEARS NO OBLIGATION TO LOCATE, OR ATTEMPT TO LOCATE, OR TO NOTIFY THE OWNER OF ANY ANIMAL(S) THAT HAS BEEN/IS FOUND, CAPTURED, AND/OR GIVEN TO ANY KENNEL, THE HUMANE SOCIETY, OR TO ANY ANIMAL POUND TO THE MAXIMUM EXTENT ALLOWED BY ARIZONA LAW IT IS THE ANIMAL OWNER'S RESPONSIBILITY TO CONTACT THE MANAGEMENT OFFICE TO INQUIRE ABOUT ANY MISSING ANIMAL. IF ANY ANIMAL, WHICH HAS BEEN FOUND RUNNING LOOSE, IS GIVEN TO A KENNEL FOR BOARDING, IT WILL BE BOARDED FOR A MAXIMUM OF FOURTEEN DAYS REQUIRED BY LAW, AT THE ANIMAL OWNER'S EXPENSE, BEFORE BEING TURNED OVER TO THE HUMANE SOCIETY OR THE ANIMAL POUND.

Pet Fee/Deposit: Lessee agrees to pay the following non-refundable pet fee	<u>\$0.00</u>
Lessee agrees to pay the following refundable pet deposit	<u>0.00</u>
Other	<u>\$0.00</u>
	Total: <u>\$0.00</u>

<i>NAME</i>	<i>Date</i>		<i>Date</i>
	<i>Date</i>		<i>Date</i>
	<i>Date</i>		
<i>Agent for Lessor</i>	<i>Date</i>		

*If applicable

PERSONAL GUARANTY OF RENT

NAME: **	BIRTHDATE:	SOCIAL SECURITY #:
DRIVER'S UC. #:	STATE:	
ADDRESS: ,	OWN/RENT	
PHONE#:	RELATIONSHIP TO RESIDENT: Guarantor	

I/we, the undersigned Guarantor(s), in consideration of the execution of a rental agreement between Management and the below-named Resident(s), hereby agree(s) to guarantee that the Resident(s) will pay all rent, and any other monies that may become due under the rental agreement, when due pursuant to the rental agreement, as well as for all damages and costs of repairs to the apartment that may be necessitated by the Resident's possession and/or use thereof, less normal wear and tear; and I/we will perform all the terms and conditions on the Resident's part to be performed under the rental agreement and pursuant to Arizona law, as well as under any subsequent rental agreements that may be executed between the below-named Resident(s) and Management; and upon the Resident's failure to meet or to pay any of such requirements in a timely manner, the undersigned Guarantor(s) will pay and perform the same, whether or not I/we reside in the subject apartment.

I/we authorize the Landlord/Management, or agents thereof, to investigate the information supplied on this Personal Guaranty of Rent, and I/we further authorize the Landlord/Management, or agents thereof, to obtain a credit report on the undersigned Guarantor(s), as well as any financial data from other sources pertaining to the Guarantor(s) in order to assist in verifying all information provided in this document.

Guarantor(s) agrees that Landlord/Management may terminate any rental agreement entered into in reliance upon any misstatement made herein, and/or in the rental application to be completed by Resident(s).

This Personal Guaranty of Rent shall be construed in accordance with Arizona law and any legal proceedings arising pursuant to this document shall be conducted in Maricopa County, Arizona. I/we further agree that any notice presented at the rental unit shall constitute appropriate legal notice to Guarantor(s). Further, if I/we are married, both spouses must sign this document and that we must list all names (including exact spellings) that we have used in any manner.

List all names used at any time. _____

PLEASE PRINT

I/we have read the foregoing document and understand its provisions. All information provided is complete and correct to the

RESIDENT'S NAME(S):		
NAME OF APARTMENT COMMUNITY: APARTMENTS	APARTMENT #:	RENTAL AGREEMENT TO COMMENCE ON OR ABOUT THE DATE OF:

best of my/our knowledge. By signing, I/we agree to guarantee all obligations as may arise, as referenced in this document and/or pursuant to the subject rental agreement.

(Guarantor) Date

Subscribed and sworn to before me by _____

My Commission Expires: _____

(NOTARY PUBLIC)

Date