

RWAZ Managed Ver. 1

Residential Lease Agreement

This Residential Lease Agreement (this "Lease") is made as of 05/01/2017 by and between the Landlord described in *Item 1* of the Basic Provisions and the Tenant described in *Item 2* of the Basic Provisions. If more than one individual signs this Lease as Tenant, each is jointly and severally responsible for all money due to Landlord under this Lease. Landlord and Tenant may each be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Landlord is the fee owner of the Premises described in *Item 3* of the Basic Provisions;

WHEREAS, Landlord has engaged Renters Warehouse, described in *Item 4* of the Basic Provisions, to serve as Landlord's agent and designated property management company during the term of this Lease;

WHEREAS, Landlord and Tenant mutually desire for Tenant to lease the Premises upon the terms and conditions contained herein; and

NOW, THEREFORE, for, and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

Basic Provisions

1. **Landlord:** L Kelleen Murray and R Michael Murray, ("Landlord")
2. **Tenant:** Victor Mercado, Gloria Mercado, Lauren Pineda, and Karolena Pineda, ("Tenant")
3. **Premises:** That certain real property located at the following street address 2644 East Camino Street, Mesa, AZ 85213 ("Premises").
4. **Renters Warehouse / Property Manager:** Renters Warehouse Arizona, LLC, an Arizona limited liability company, d/b/a Renters Warehouse (referred to herein as "Renters Warehouse" or "Property Manager").
5. **Term:** 24 Months months, commencing on the Commencement Date and ending upon the Expiration Date ("Term").
6. **Commencement Date:** 06/01/2017 ("Commencement Date").
7. **Expiration Date:** 12:00 p.m. on 05/31/2019 ("Expiration Date").

RWAZ Managed Ver. 1

8. **Rent:** \$ 30,120.96 total rent due and payable on the 1st day of each month in monthly installments equal to \$ 1250.00 , a municipal tax and administration fee of \$ 50.00 (4%) for a total of \$ 1300.00 . (This amount is less any reduction in rent for lawn care, pool service or snow removal per Section 2). (See Section 3 for pro-rated rent.) 5% increase due to excessive late payments \$ 1312.50 (See section 2).
9. **Security Deposit:** \$ 1250.00 “Security Deposit”). (see Section 5).
10. **Non-refundable Lease Administrative Fee:** \$ 150.00 (“Lease Administrative Fee”). (see Section 6).
11. **Permitted Use:** The Premises shall be used and occupied by Tenant and Victor Mercado, Gloria Mercado, Lauren Pineda, and Karolena Pineda and 1 minor (each an “Occupant” and collectively the “Occupants”). (see Section 9).
12. **Holdover Rent:** \$ 1350.00 / per month (“Holdover Rent”). (see Section 26).
13. **Late Fee:** \$ 50.00 (“Late Fee”). (see Section 7).
14. **State:** The “State” is the State of Arizona (the State in which the Premises is located).
15. **Pets:** The Landlord has approved the following Pets (describe number and kind of pet/pets, or if none, state “none”) None .
Pet deposit amount \$ None (“Pet Deposit”).
\$ None of the Pet Deposit is non-refundable for having the right to have a pet and is not applied as a deposit to cleaning or damages (“Pet Retainer Fee”). The remaining \$ None of the Pet Deposit shall be an additional security deposit (“Pet Security Deposit”). (See Section 8 for Tenant Initials).
16. **Addresses for Notices:**
- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| To: <u>TENANT</u>
<div style="border: 1px solid black; padding: 5px; display: inline-block;">2644 E Camino St.
Mesa Az. 85213</div>
_____ | To: <u>LANDLORD or RENTERS WAREHOUSE</u>
<u>Renters Warehouse</u>
<u>7227 N. 16th St. Suite 260</u>
<u>Phoenix, AZ 85020</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|

Standard Provisions

1. TERM. Landlord leases to Tenant and Tenant leases from Landlord the Premises together with any and all appurtenances thereto, for the Term as described in *Items 5-7* of the Basic Provisions. (Please note: Lease agreements typically begin on the first of a month, and end on the last day of the month. Ex: Beginning term 12/1 and end term being 11/30.)
2. RENT. Tenant agrees to pay as Rent for the Premises the sum shown in *Item 8* of the Basic Provisions. The first month's rent payment shall be due upon execution of this lease. All such payments shall be made to Landlord at Landlord's address as set forth in *Item 16* of the Basic Provisions of this Lease on or before the due date and without demand. Cash payments are prohibited and will not be accepted as an acceptable form of payment. Post-dated checks shall not be accepted. Neither Landlord nor Renters Warehouse shall be liable for any bank fees as a result of NSF checks, early deposit, or post or pre-dated checks. To the extent Landlord or Renters Warehouse incurs the same, Tenant shall be liable to immediately pay the greater of the fees charged by the bank or \$65.00. In the event partial rent payment is made or accepted at any time during or after the Term, this does not constitute acceptance of a lower Rent amount, but merely is credited as payment towards the full amount due. Full payment is required despite Landlord's acceptance of any partial payment. Acceptance of partial payment does not imply a waiver of Landlord's right to the balance of the Rent due and owing for such month(s). Acceptance of partial payment does not waive Landlord's right to bring or maintain an eviction action or to impose a Late Charge per Section 7 of this Lease; in fact, partial payment is deemed as late payment unless full payment is made by due date. Furthermore if the rent is late more than 2 times in any given lease term, a rent increase of 5% will be implemented and remain throughout the entire remaining term of the lease as set forth in *Item 8*.

a. Rent Credit. (Check one)

☒ Tenant has been given a monthly credit in the amount of \$0.00 in exchange for performing the following maintenance tasks (This amount is already calculated into the Rent specified in Paragraph 8 of Basic Information above):

No credit will be provided to tenant.
Tenant is responsible for all landscaping front and back.
Landscaping will be checked randomly throughout the term of the lease.

Tenant shall not be eligible for the rent credit during any month in which tenant fails to perform the required duties outlined above.

☐ Tenant shall not be responsible for any maintenance tasks.

☐ Tenant shall arrange and pay for the following maintenance services:

Tenant Initials:

<i>VM</i>	<i>GM</i>	<i>LP</i>	<i>KP</i>		
07/05/17 8:09PM EDT	07/05/17 8:12PM EDT	07/05/17 8:14PM EDT	07/05/17 8:15PM EDT		

--

RWAZ Managed Ver. 1

3. **PRORATED RENT.** In the event Tenant and Landlord agree to an earlier move-in date as contemplated under this Lease, Tenant agrees to pay and Landlord agrees to accept pro-rated Rent equal to the following:

Beginning Date: 05/29/2017 End Date: 05/31/2017

Prorated Rent Amount: 125.79

(i.e. Lease begins July 1, 2015, to June 30, 2016, but Tenant wants to move in June 16, 2015. Tenant would be obligated to pay pro-rated Rent from the period beginning on June 16, 2015 to June 30, 2015, as documented above in the "Beginning Date" and "End Date" blanks. If Rent is \$1,000.00/month, the prorated Rent amount in this example would be \$500.00.)

Tenant and Landlord further agree that all terms of the lease shall be in effect at the time the tenant takes possession of the premises, notwithstanding the commencement date of the lease.

(Prorated rent policy: While Rent may be prorated for less than a full month at beginning of tenancy, Tenant must pay first full month's Rent upon execution of this lease and the prorated amount is due the first day of the second month of tenancy. Additionally, if prorated Rent begins on or after the 20th of the month, the full month's Rent is still due upon lease execution and the prorated amount is due at move-in.)

Tenant Initials:

 07/05/17 8:09PM EDT	 07/05/17 8:12PM EDT	 07/05/17 8:14PM EDT	 07/05/17 8:15PM EDT		
--------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------	--	--

4. **METHOD OF RENT PAYMENT.** (*Strike through any methods which are not available*) Tenant may use any of the approved payment methods indicated below to pay Rent to Landlord or to Renters Warehouse on behalf of Landlord as required under Section 2 of this Lease, however, if Tenant uses any of the paper payment methods mentioned in paragraphs b, c and d, Tenant will have to pay an additional \$10.00 fee each month, over and above the amount of rent due*. Tenant may avoid this charge by using the Automated Payment method described in paragraph a below:

- a. **Automatic Payment.** Automatic payment is the preferred method of rent payment. To make arrangements for automatic payment, contact Renters Warehouse by phone (480) 626-2226, or by email at ACH@Renterswarehouse.com with Tenant's name, property address and email address. Renters Warehouse will then send an email to Tenant to activate the free tenant portal to make Rent payments. In the event a bank transfer is rejected for any reason, Tenant will be charged a Late Fee (as later defined herein). If payment is denied by the bank, an NSF fee of \$65.00 will be charged to Tenant. A surcharge of 5% will be applied to all payments made by Visa, Mastercard, American Express, and Discover credit card transactions.
- b. **Payment by Mail*.** Tenant may mail Rent payments in the form of a cashier's check or money order. Such payments are only considered timely if they are actually received by Renters Warehouse on or before the date when due. If Tenant's check is dishonored, Tenant shall be charged an NSF fee of \$65.00. Post-dated checks are not accepted. All cashiers checks and money order payments should be made payable to: "Renters Warehouse" and mailed to the following address: 7227 N. 16th St. Suite 260, Phoenix, Arizona 85020.

RWAZ Managed Ver. 1

- c. Rent Drop Box*. Renters Warehouse has a rent payment drop box for Rent payments made after business hours. The drop box is located at the following address: 7227 N. 16th St. Suite 260, Phoenix, Arizona 85020, outside of the building entrance. The only Rent payments acceptable via the drop box are payment using a cashier's check or money order. Do not deposit cash in the lock box. Tenant will be provided with a written receipt of payments and Rent will be posted to Tenant's account immediately. The rent payment drop slot is not checked on weekends or holidays. Tenant has been advised that Renters Warehouse and Landlord cannot guarantee the safety of the drop box and Tenant uses the drop box at Tenant's own risk. Funds deposited via the drop box are not considered delivered until actually received by Renters Warehouse. Tenant fully assumes loss of funds deposited into the drop box.
- d. Rent Pick-Up Service*. Rent pick-up service is provided by Renters Warehouse for an additional fee equal to \$50.00 per pick-up, which fee shall be paid by Tenant should Tenant choose to pay via this method. At Tenant's request, an agent of Renters Warehouse will pick up Rent payments from Tenant at Tenant's location. The Rent Pick-Up Service may be scheduled by Tenant calling the following telephone number at least one day in advance of the anticipated pick-up date, during business hours: (480) 626-2226. Service not available in all areas.

IN ADDITION TO THE NSF FEES, CIVIL PENALTIES MAY BE IMPOSED FOR NONPAYMENT.

***\$10 paper payment fee applies to ALL personal checks, cashier's check or money order payments.**

Renters Warehouse does not accept personal or business checks as an approved method of rent payment. Payments made by un-approved methods may be rejected by Renters Warehouse and a late fee assessed pursuant to Section 7 of this Lease. Renters Warehouse acceptance of a personal or business check as an approved payment method does not waive its right to reject un-approved payment methods in the future regardless of whether the Rent payment is made in a timely manner.




5. SECURITY DEPOSIT. Upon commencement of this lease, Tenant shall deposit with Renters Warehouse the Security Deposit as described in *Item 9* of the Basic Provisions, receipt of which is hereby acknowledged, as security for any damage caused to the Premises during the term hereof or for any amounts which are due to Landlord hereunder. If Renters Warehouse manages the Premises on behalf of Landlord, then Renters Warehouse shall retain the security deposit throughout the term of this Lease. Such deposit shall be returned to Tenant, less any set off for damages to the Premises or failure to pay amounts due to Landlord hereunder upon the termination of this Lease, in accordance with A.R.S. § 33-1321(D). If applicable, Renters Warehouse or Landlord will furnish to the Tenant a written statement showing the specific reason(s) for the withholding all or any portion of the deposit. Renters Warehouse does not determine what amounts, if any, shall be deducted from the Security Deposit. This determination is made in the sole discretion of Landlord, which decision may be supported by information provided by Renters Warehouse as to the condition of the Property at the time of move-out inspection. Any inquiries or disputes with respect to any amounts deducted from the security deposit or the reasoning for the same shall be directed solely to Landlord. The return of deposit, or the written statement confirming the accounting for the use/application of the deposit shall be mailed to tenant within 14 business days of (1) the Lease termination; (2) demand from tenant; and (3) delivery of possession. The deposit or applicable accounting shall be mailed to Tenant's last

RWAZ Managed Ver. 1

known address. In the event property ownership or property management has changed, Landlord (not Renters Warehouse) shall be solely responsible for the return of the Security Deposit. Renters Warehouse shall not be liable for any damages, costs, fees, and/or penalties associated with non-payment, timely repayment or return of the Security Deposit and Tenant agrees to excuse Renters Warehouse from any such claim or cause of action upon receiving confirmation from Renters Warehouse of the then-current Landlord's name and address with confirmation that ownership or management has changed and that Renters Warehouse no longer maintains the Security Deposit. It is Renters Warehouse's policy to furnish and ensure that in the event of such ownership or management change, any deposit held by Renters Warehouse shall be properly returned to Landlord or Tenant as may be required by law. Tenant shall not use the Security Deposit as a Rent payment (in last month or any preceding month), unless Landlord has granted express permission for the same, in writing, or by law.

6. ADDITIONAL FEES. Upon the execution of this Agreement, Tenant agrees to pay Landlord a non-refundable Lease Administrative Fee of \$150.00 as described in *Item 10*. Additionally, Tenant agrees to pay Landlord a municipal and administration fee 4% of as described in *Item 8* of the Basic Provisions. Upon the execution of a lease extension or renewal, Tenant agrees to pay an additional Administrative Fee of \$100.00.
7. LATE FEE. In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, the Late Fee, as described in *Item 13* of the Basic Provisions. Failure to impose or collect such Late Fee by Landlord shall not mean that Landlord has accepted payment as timely. Failure to impose or collect such Late Fee does not imply that Landlord or Renters Warehouse accepts late payments, nor does it change the date Rent is due hereunder. In the event any payments or fees are not paid when due, Tenant shall be subject to any and all available legal remedies, including but not limited to eviction, collection, and/or damages.
8. PETS. Tenant shall be entitled to keep no pets which have not been approved in advance by Landlord. The only pets which have been approved by Landlord are those such Pets as described in *Item 15* of the Basic Provisions. However, at such time as Tenant shall actually keep any such animal on the Premises, pets shall not use any driveway, hardscape, deck, patio, or other person's property as a bathroom. If Tenant's pet(s) excretes on any non-permitted area or location and Tenant fails to immediately clean up as necessary, a penalty of \$50 shall be immediately due and payable by Tenant. All animal waste, wherever left, must be picked up from Premises weekly to avoid damage to lawn, spreading of diseases, and/or unsanitary home. Failure to do so will result in a penalty of \$50 immediately due and payable by Tenant. Failure to pay will be considered a material breach of this Lease and Landlord upon proper notice, may then elect to deny or further restrict Tenant's authority to maintain any pet on the Premises. Should Tenant choose to maintain a pet at the Premises, Tenant shall pay to Landlord the Pet Deposit, as described in *Item 15* of the Basic Provisions. Of this amount, the Pet Retainer Fee, as described in *Item 15* of the Basic Provisions shall be non-refundable and not applied to cleaning or damages. It is a fee owed to Landlord for Tenant having the right to have a pet in the Premises. The remaining pet deposit and security deposit may be applied as allowed by applicable law, including but not limited to, any damage caused to the Premises by Tenant or Tenant's pet.

Tenant Initials

					
07/05/17 8:09PM EDT	07/05/17 8:12PM EDT	07/05/17 8:14PM EDT	07/05/17 8:15PM EDT		

9. USE OF PREMISES. The Premises shall be used in accordance with the Permitted Use described in *Item 11* of the Basic Provisions. Background check fees are the responsibility of the Tenant or Occupant. The Premises shall be used solely for residential purposes and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than residential purposes. Tenant shall not allow any other person, other than Occupants or Temporary Guests to use or occupy the Premises without first obtaining Landlord's written consent to such use. "Temporary Guests" are such individuals as Tenant may allow from time to time to stay with Tenant, which time shall not exceed more than 5 consecutive days/nights. Tenant shall bear responsibility for supervision of Temporary Guests, and shall not allow Temporary Guests to occupy the Premises for any 24-hour or longer period in which the Tenant is away from the Premises. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Premises, including but not limited to an applicable homeowner's association.
10. CONDITION OF PREMISES. Tenant stipulates, represents, and warrants that Tenant has visually examined the Premises, and that it is, at the time of this Lease, in good order, repair, and in a safe, clean, and habitable condition. Furthermore, by signing this Lease, Tenant acknowledges and agrees that it has taken the Premises "As-Is" unless otherwise noted in this Lease. Tenant also agrees to the following:
- All drains, waste pipes, and plumbing are accepted as clear by Tenant at the time of occupancy, and any material blocking them after occupancy shall be repaired at Landlord's cost, unless determined by repair person that such blockage occurred during the time Tenant controlled the Premises and due to some fault or negligence of Tenant, Tenant's Occupants or Guests, specifically excluding blockages caused by roots or backups from the street.
11. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, sublet or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Any consent given by Landlord to such assignment, sublet, or license shall not be deemed to be a consent to any subsequent assignment, sublet, or license. Any assignment, sublet, or license without the prior written consent of Landlord shall be considered a material breach of this Lease and shall provide and entitle Landlord to pursue lease termination or other lawful remedy.
12. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the building(s) or improvements on the Premises, nor shall Tenant construct any building or make any alterations or improvements to the Premises without the prior written consent of Landlord which may be denied in Landlord's sole discretion. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Premises by Tenant shall, unless otherwise agreed to in writing by Landlord, and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Lease. This includes, but is not limited to, the installation of any fixtures on the Premises, including but not limited to satellite and/or cable services, which require bolting, drilling, and/or adhering equipment to the Premises or any part thereof. In the alternative, Landlord may choose to

RWAZ Managed Ver. 1

require Tenant to restore Premises to the condition they were in at time of Lease commencement, prior to lease termination.

13. NON-DELIVERY OF POSSESSION. In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, Landlord and its agents shall have no liability under this Lease due to failure to deliver the Premises. In such event, Rent due shall be reduced on a pro-rata basis with Tenant responsible for payment of Rent beginning on the date the Premises are made available for delivery. Landlord or its agents shall have thirty (30) days in which to make Premises available for possession. At such time as Premises become available, Tenant agrees to accept the Premises and pay Rent as agreed upon in this Lease. In the event the Premises cannot be delivered within such time, through no fault of Landlord or its agents then this Lease and all rights hereunder shall terminate immediately. Upon expiration of the 30-day period, if the Premises have not been delivered to Tenant, Landlord and Tenant agree to execute a written Lease Termination Agreement with a full refund of any Security Deposit or advance payments made by Tenant.

14. HAZARDOUS MATERIALS. Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises, or which might be considered hazardous by any responsible insurance company.

15. COVENANT NOT TO ALLOW UNLAWFUL ACTIVITIES. Pursuant to A.R.S. §33-1368, Tenant agrees to not allow the following to exist, be possessed, be cultivated or otherwise occur on or within the Premises:

1. Unlawful controlled substances, including but not limited to medical marijuana;
2. Prostitution or prostitution-related activity as defined in A.R.S. § 13-3211
3. Unlawful use or possession of a firearm in violation of A.R.S. § 13-1102 through 13-1105
4. Stolen property or property obtained by robbery on the Premises or in the common area or curtilage of the Premises.

Landlord and Tenant agree the common area or curtilage of the Premises will not be used by either Landlord or Tenant or others acting under the control of either to manufacture, sell, give away, barter, deliver, exchange, distribute, purchase or possess a controlled substance, including medical marijuana in violation of any criminal provision of A.R.S. §13-1202. Tenant is liable for all acts of Tenant's Guests and Tenant's Occupants and a violation by said person of this Lease, shall constitute a breach by Tenant. A breach of any of the above-referenced statutory covenants shall terminate Tenant's right to possession of the Premises upon service of applicable notice. However, any and all remaining provisions of this Lease shall remain in effect until the Lease is terminated by the terms of this Lease or operation of law.

16. COVENANTS OF LANDLORD. Pursuant to A.R.S. § 33-1324, Landlord covenants and agrees as follows:

1. At commencement of the Lease, the Premises and all common areas are fit for the use intended by Tenant;

RWAZ Managed Ver. 1

2. To keep the Premises in reasonable repair during the term of the Lease, except when the disrepair has been caused by the negligent, willful, malicious, or irresponsible conduct of the Tenant or a person under the direction or control of the Tenant, including occupants and guests; and

3. To maintain the Premises in compliance with the applicable health and safety laws of the state, and of the local units of government where the Premises are located during the term of the Lease, except when violation of the health and safety laws has been caused by the negligent, willful, malicious, or irresponsible conduct of Tenant or a person under the direction or control of Tenant.

17. UTILITIES AND ASSOCIATION. Tenant shall be responsible for arranging for and paying for all utility services required on the Premises unless otherwise provided for in the table below. If the Premises are located in an apartment, condominium or multi-unit residential building and the use of the utilities is measured by a meter, the following rules apply: If the Premises is single metered, the cost of utilities will be split equally among the number of units within the building. Tenant acknowledges having received a copy of the original utility bill from Landlord or Renters Warehouse on a monthly basis. If Tenant fails to pay any utilities, Landlord and/or Renters Warehouse reserves the right to pay said utilities, the cost of which will be deducted from the Security Deposit. All utilities must be switched into Tenant's name within 3 business days from the date Tenant occupies the Premises, unless Landlord has agreed in writing to maintain responsibility for utilities payments. Landlord reserves the right to charge \$250 as an administrative fee for switching utilities into Tenant's name to be charged to Tenant for failure to comply with this Section. **CHECK ONLY THOSE THAT APPLY**

Utility	Tenant	Owner	HOA	Vendor
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City of Mesa
Electric	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SRP
Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Trash	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City of Mesa
Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Additional Utilities:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
N/A				
Pool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A

Tenant Initials:

<i>VM</i>	<i>GM</i>	<i>LP</i>	<i>KP</i>		
07/05/17 8:09PM EDT	07/05/17 8:12PM EDT	07/05/17 8:14PM EDT	07/05/17 8:15PM EDT		

18. MAINTENANCE AND REPAIR; RULES. Landlord shall maintain the Premises in a habitable condition at all times, subject to the following responsibilities of Tenant. Landlord shall keep the Premises in reasonable repair during the term of the Lease, except when disrepair is caused by the negligent, willful, malicious or irresponsible conduct of Tenant. Although Landlord is generally responsible for all costs associated with the repair and maintenance of the Premises, Tenant agrees that Tenant shall be required to pay for any and all maintenance, repairs and/or associated costs that result from some fault or negligence of Tenant, Tenant's Guests or Occupants. In accordance to A.R.S. § 33-1324(C); Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Tenant shall: replace furnace filter on a quarterly or more regular basis (not applicable in multi-unit

RWAZ Managed Ver. 1

building where furnace filter is not accessible by Tenant), maintain salt level in water softener, clear sinks and toilets clogged by fault or negligence of Tenant or Tenant's guests/invitees, and shall take appropriate measures to prevent and remedy pests caused by or contributed to by act or omission of Tenant. In the event Tenant has a maintenance issue arise during the term of this lease that does not fall within the duties outlined below, written notice specifying the issue must be provided to Landlord or Renters Warehouse pursuant to A.R.S. § 33-1361. In the event Landlord desires to perform certain maintenance obligations and/or repairs during the term of this Lease, any work must be completed within the timeframe outlined in Arizona Law. Without limiting the generality of the foregoing, Tenant shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks, and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors other than with blinds or window treatments installed or approved by Landlord;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch, or balcony, nor air or dry any of same within any yard area or space;
- (f) Landlord shall provide a lock and key for all exterior doors. Tenant agrees that no additional locks shall be placed upon any doors or windows of the premises, nor shall locks be changed without Landlord's written permission. Upon termination of this Lease, Tenant shall return all keys for the premises to Landlord;
- (g) Keep all air conditioning filters clean and free from dirt (to the extent they are accessible by Tenant);
- (h) Keep all lavatories, sinks, toilets, disposals, pump systems, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes, bones, grease, or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- (i) Tenant, Occupants and guests/invitees of Tenant or Occupant shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper nuisance, noises, or otherwise disturb other residents;

RWAZ Managed Ver. 1

- (j) Keep all radios, television sets, stereos, etc., turned down to a level of sound that does not unreasonably annoy or interfere with other residents or neighbors;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements (if applicable);
- (l) Abide by and be bound by the Governing Documents and/or any rules and regulations of any homeowners' association affecting the Premises or the common area appurtenant thereto;
- (m) Be responsible for any damaged or broken glass due to Tenant or Occupant, or their licensees, invitees or guests, whether arising from willful or negligent conduct. Tenant shall not be responsible for any damaged or broken glass caused by Landlord, inclement weather or Acts of God;
- (n) Leaking pipes, unless caused by negligence of Tenant, are to be repaired by the Landlord within a reasonable time after notice, but the Landlord shall not be liable for any damages resulting from such leaks and/or overflows which are caused by Tenant's willful or negligent behavior. Alteration of plumbing, appliances or fixtures is strictly prohibited;
- (o) No signs, placards or advertising shall be placed on the Premises by Tenant or at Tenant's discretion without the prior written consent of the Landlord;
- (p) Light bulbs, batteries, and filters of any kind are Tenant's expense and responsibility;
- (q) The Premises is accepted as insect, rodent, and pest free by the Tenant at the time of the occupancy. Tenant is responsible for insect, rodent, and pest control. If Tenant chooses not to correct such problems, as soon as known by or identified to Tenant, Landlord may pay for pest control or remediation, the cost of which may be assessed against Tenant;
- (r) No auto repairs lasting more than 2 hours may be performed on the Premises nor on any city street adjacent to the property (note that this may be further limited/restricted by any applicable association rules or covenants);
- (s) Tenant agrees not to park or store a motor home, recreational vehicle, or trailer of any type on the Premises without prior written consent of Landlord, which may be denied in Landlord's sole discretion;
- (t) Tenant agrees to de ice sidewalks and driveways as needed during winter months;

- (u) Tenant agrees to maintain yard landscaping including but not limited to, mowing, if applicable, trimming shrubs, bushes and trees (including palm trees) as needed. Resident also agrees to at sole expense or responsibility control weeds in all landscape areas. If the city or HOA imposes any fines due to failure to maintain the Premises or similar violation, the fines shall be timely paid by Landlord without such action constituting a waiver by Landlord of the right to pursue Tenant for such amounts. To the extent such fines arise due to Tenant's failure to perform (or failure to properly perform) services as described below, Tenant shall be responsible for reimbursing Landlord in the amount of those fines attributable to Tenant's act or omission.
- (v) **For non-essential or non-mandatory maintenance or service requests by Tenant to Renters Warehouse there will be a \$100.00 maintenance fee per occurrence ("Maintenance deductible"). This fee can and shall be waived by Landlord at its sole discretion. Landlord and Renters Warehouse shall determine if the fee is charged to Tenant.**

All repairs/requests will be handled and completed within the timeline required by Arizona Law. All necessary, mandatory and required repairs shall be excluded from this fee, except when such repairs are caused by the acts or inactions of the Tenant, Tenant's Guests or Occupants.

Tenant Initials:

<i>M</i>	<i>GM</i>	<i>LP</i>	<i>KP</i>		
07/05/17 8:09PM EDT	07/05/17 8:12PM EDT	07/05/17 8:14PM EDT	07/05/17 8:15PM EDT		

19. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Lease shall be temporarily suspended from such time to the point at which possession can be restored, except for the purpose of enforcing rights or responsibilities that may have already accrued. The Rent provided for herein shall be prorated, with Tenant responsible for the payment of Rent up to such time as the Premises are no longer habitable with no rent due until the Premises are made habitable again. Should the Premises be rendered uninhabitable on a permanent or long-term basis (30 days or more), Landlord shall have the option of either repairing the Premises or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the Rent shall be pro-rated in the proportion to the remaining habitable portion of the Premises. Any damaged part of the Premises shall be restored by Landlord as reasonably practicable, after which Tenant shall be obligated to pay the entire amount of Rent under Section 2 of this Lease.

20. INSPECTION OF PREMISES. Landlord and its property manager, Renters Warehouse, shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon for a reasonable business purpose, including but not limited to making any repairs, additions, showings, or alterations as may be deemed appropriate by Landlord for the preservation or sale of the Premises or the building. Landlord or its property manager shall make reasonable efforts to notify Tenant of any inspection of Premises prior to entry, which shall occur two days in advance of such entry, unless in emergency or other particularly time-sensitive circumstances. Pursuant to A.R.S. 33-1343, if the Tenant notifies the Landlord of a service request or a request for maintenance, the notice from the tenant constitutes permission from the Tenant for the Landlord or Renters Warehouse to enter the

RWAZ Managed Ver. 1

Premises for the purpose of addressing or inspecting the service or maintenance request. Landlord and its agents shall further have the right to show the Premises to any future tenants or prospective purchasers, upon advance notice to Tenant, and to display "For Sale," "For Rent," or "Vacancy" signs on the Premises as applicable. Tenant agrees to cooperate with any leasing and/or sales efforts by Landlord or Renters Warehouse during the final 60 days of the term of this Lease. Failure to cooperate shall subject Tenant to a \$100.00 penalty per occurrence to be paid to Landlord in addition to any rights Landlord may have at law.

21. INSURANCE. Landlord carries general liability and hazard insurance on the Premises. The insurance policies carried by Landlord are not equivalent to or a replacement for "renter's insurance" or personal contents coverage. Landlord has no liability to provide coverage or insurance for Tenant's personal property and is not liable for any damage caused to Tenant's personal property while it is in the Premises. Any coverage Tenant desires to insure Tenant's personal property must be obtained by Tenant securing Tenant's own insurance for that purpose. Regardless of what insurance policy is maintained by Landlord, Tenant hereby agrees to immediately report any and all damage and potential claims to Landlord and Renters Warehouse upon Tenant's notice of such damage and/or potential claims. Tenant shall cooperate with any and all inspectors, insurance adjusters, agents or representatives of any insurance company investigating any such claims or damage to the Premises. Tenant further agrees to comply with any and all appropriate requests made by such inspectors, insurance adjusters, agents or representatives regarding any damage to and/or claims affecting the Premises. Tenant's failure to comply with the terms of this Section 21 shall constitute a default under the Lease, as provided in Section 32 herein.
22. SUBORDINATION OF LEASE. This Lease and Tenant's interest hereunder are and shall be subordinate, junior, and inferior to any and all mortgages, liens, or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens, or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens, or encumbrances.
23. NOTICE. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, addressed to the addresses described in *Item 16* of the Basic Provisions. Tenant and Renters Warehouse shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.
24. INTENT TO VACATE. Tenant must provide Renters Warehouse, as Landlord's agent, at least 60 days written notice of its intent to terminate the Lease upon the expiration of the Lease term. For example, a tenant vacating the Premises on December 31 would have to provide notice to Landlord such that it is received no later than October 31. And leases must terminate at the end of the month. For example, notice to vacate given on October 15, would mean the Tenant is allowed to vacate December 31.

RWAZ Managed Ver. 1

Any notice provided under this Section does not imply permission on behalf of the Landlord or Renters Warehouse to vacate the Premises early, unless approved by Landlord or Renters Warehouse. Failure to provide notice of intent to terminate the Lease may require Tenant to be responsible for additional Rent charges, Late Fees and/or damages for any additional costs or expenses incurred by Landlord and/or Renters Warehouse.

25. LEASE BUYOUT. If Tenant desires to mutually terminate the Rental Agreement prior to its expiration, Tenant will be released from any future liabilities under the Rental Agreement except damages caused to the unit, if Tenant: (1) Provides written notice (on a form provided by Renter's Warehouse) of a date they will vacate, at least 60 days from the date of delivery of the Notice (2) Contemporaneously pays all rent due and owing through the Vacate Date; (3) Pays a one-time buy-out fee amount of \$2500.00 at the time Notice is given; and (4) Vacates and delivers possession to Landlord on the Vacate Date. If Tenant complies with the foregoing, the Rental Agreement will mutually terminate on the Vacate Date, and Tenant will be released from future rental liabilities except for damages caused to the Premises. Tenant's security deposit shall be accounted for pursuant to Arizona law after Tenant has vacated and delivered possession to Landlord. Further, if Tenant invokes its right to terminate the lease pursuant to this provision, such action shall serve to release and hold harmless the Landlord and Renters Warehouse from any and all claims relating to the underlying lease. The Lease Buyout shall not be available, and this Paragraph shall not apply, if Tenant is in default of this Rental Agreement at the time Notice is given.
26. HOLD OVER BY TENANT. If neither Landlord nor Tenant serve a notice to terminate the Lease pursuant to Paragraph 24, a new tenancy from month-to-month shall automatically be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that Rent due according to Section 2 of this Lease shall be modified. Rent due during the holdover period shall be the sum described as Holdover Rent in *Item 12* of the Basic Provisions. Any holdover tenancy shall be terminable upon thirty (30) days written notice given by either Party pursuant to the Notice requirements in Section 23 of this Lease.
27. RENEWAL TERM. Tenant and Landlord shall have the right to negotiate and agree to any renewal/extension of the Lease term, upon such Rent terms agreeable to both Parties. Landlord reserves the right to withhold its consent to or deny any renewal or extension of this Lease that may be requested by Tenant. If Tenant desires to preserve the right to extend/renew the Lease term for a Renewal Term, Tenant shall give Landlord notice of its intent no later than 60 days prior to the end of the Lease term.
28. MODIFICATION. The Parties hereby agree that this Lease contains the entire agreement between the Parties and this Lease shall not be modified, changed, altered or amended in any way except through the use of a written amendment signed by all of the Parties hereto. Any additions, deletions, or other modifications requested by Tenant shall be subject to a \$250.00 fee paid to Landlord.
29. SURRENDER OF PREMISES. Upon the expiration of the Lease and any extensions thereof, Tenant shall surrender the Premises in as good of state and condition as they were in at the commencement of this Lease, reasonable wear and tear from ordinary use excepted.


RWAZ Managed Ver. 1

30. QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold, and enjoy said Premises for the term hereof.
31. INDEMNIFICATION. Neither Landlord nor Renters Warehouse shall be liable for damage or injury of or to Tenant, Occupant, or Tenant's guests, invitees, or agents, or to any person entering the Premises or the building of which the Premises are a part, or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against any and all claims or assertions of every kind and nature except those arising from the intentional misconduct or gross negligence of Landlord or Renters Warehouse.
32. DEFAULT. If Tenant fails to comply with any of the provisions of this Lease, other than the covenant to pay Rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord and of which Tenant has been notified, or if Tenant materially fails to comply with any duties imposed on Tenant under Arizona Law, within 10 days after delivery of written notice by Landlord specifying the noncompliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement as provided by law. If Tenant fails to pay Rent when due and the default continues for five(5) days after receipt of an applicable notice, Landlord may, at Landlord's option, declare the entire balance of Rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Lease. Renters Warehouse is authorized to institute on behalf of Landlord, all legal actions or proceedings for the enforcement of any Lease term, for the collection of Rent or other income for the Premises or for the eviction of Tenant or Occupants from the Premises. Renters Warehouse is authorized to sign and serve such notices on behalf of Landlord as it deems necessary for enforcement of the Lease and Tenant will accept such notice from Renters Warehouse as equivalent to receiving the same notice from Landlord.
33. ABANDONMENT. If at any time during the term of this Lease Tenant abandons the Premises as defined in A.R.S. 33-1370, or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatsoever and the security deposit shall be deemed forfeited pursuant to A.R.S. 33-1370(B). Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all Rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net Rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may store and dispose of all such personal property provided landlord reasonably determines that the value is so low that the cost of moving, storage and conducting a public sale exceed the amount that would be realized from the sale and also subject to any other requirements imposed by A.R.S. § 33-1370(E).

34. RENTERS WAREHOUSE NOT LANDLORD. Tenant acknowledges and agrees that Renters Warehouse is not and shall not in any event be deemed to be the "Landlord" of the Premises within the meaning of A.R.S. § 33-1310(6). Renters Warehouse is merely the agent and facilitator of Landlord for purposes of managing the Premises and rental relationship between Landlord and Tenant.

35. ATTORNEYS' FEES. In any dispute between the Parties regarding this Lease, the court shall award reasonable attorneys' fees and costs to any party who prevails in a proceeding to enforce one or more terms of this Lease, whether or not such party pursued such enforcement through a court order or judgment. Should it become necessary for management to retain the services of a collection agency to collect monies due, resident agrees to pay all collection fees or costs incurred by the management, or management's collection agent. Should legal action become necessary to enforce any provision of this agreement, the prevailing party is entitled to recover interest at the rate of 12.00% per annum, costs and reasonable attorney's fees, in an amount determined by the court. Agency collection fees may equal up to fifty percent (50%) of the total debt.

36. JURY TRIAL WAIVER. Tenant(s) are hereby notified that in the event of legal action, they would have, as well as the Landlord, the right to a trial by jury. The parties, in a desire for speedy and affordable legal proceedings, if any, HEREBY WAIVE THEIR RIGHTS TO A JURY TRIAL in any proceedings arising under this agreement, or the tenancy created hereby, including, but not limited to forcible/special detainer.

Tenant Initial						
	07/05/17 8:09PM EDT	07/05/17 8:12PM EDT	07/05/17 8:14PM EDT	07/05/17 8:15PM EDT		

37. RECORDING OF LEASE. Tenant shall not record this Lease in the public records in any city or county office. In the event that Tenant records this Lease, this Lease shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

38. GOVERNING LAW. This Lease shall be governed, construed and interpreted by, through, and under the laws of the State of Arizona.

39. SEVERABILITY. If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

40. BINDING EFFECT. The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties hereto.

41. HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any affect whatsoever in determining the rights or obligations of the Landlord or Tenant.

RWAZ Managed Ver. 1

42. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
43. NO WAIVER. If Landlord elects not to exercise any right or remedy under this Lease on any one or more occasions, Landlord shall not be deemed to have waived its right to enforce all rights and remedies it may have under this Lease or otherwise pursuant to Arizona Law. If Landlord should waive any breach of, or event of default under, any provision of this Lease by Tenant, Landlord shall not be deemed to have given a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Lease
44. TERMINATION OF PROPERTY MANAGEMENT AGREEMENT. Any cancellation, expiration or other termination of the Property Management Agreement between Landlord and Renters Warehouse shall not affect the validity of this Agreement between Landlord and Tenant, or the obligations of the parties hereunder. Upon termination of the Property Management Agreement, if applicable, Renters Warehouse shall transfer Tenant's security deposit and any pet deposit to Landlord, with confirmation of the same provided to Landlord and Tenant in writing. At such point, Renters Warehouse shall have no further obligations or responsibilities under this Agreement, including but not limited to the security deposit, pet deposit, landlord or tenant service requests, or any other service or maintenance obligations. If Tenant had made monthly Rent payments to Renters Warehouse pursuant to Section 4 of this Agreement, Tenant shall no longer remit Rent payments to Renters Warehouse. Tenant and Landlord shall mutually agree upon an acceptable method of Rent payment (made to Landlord directly) following cancellation. Cancellation of the Property Management Agreement shall not relieve Tenant of any obligation to pay Renters Warehouse for any costs and fees incurred under this Agreement prior to cancellation.
45. ELECTRONIC SIGNATURES AND DELIVERY. The Parties agree that the electronic signature of any Party on any document related to this transaction shall constitute a valid, binding signature of such Party. The Parties further agree that electronic delivery of this Lease or any addenda thereto through email or similar electronic means shall constitute sufficient delivery to the other Party.
46. NO SMOKING POLICY. No smoking shall be permitted on the Premises unless otherwise agreed to by the Parties in writing. Smoking inside the Premises is prohibited and is considered to be a material breach of this Lease. Smoking shall only occur outside the dwelling in a designated area. All cigarette butts, ashes, or debris must be cleaned up immediately. Failure to abide by this policy shall result in \$1,000.00 fine imposed by Landlord, plus any actual damages incurred by Landlord.
47. INSUFFICIENT FUNDS FEE & POLICY. Tenant agrees to pay a fee of \$65.00 for all returned checks (whether drawn on insufficient funds or for any other reason that may cause the bank to not process such payment), plus all applicable Late Fees. In the event a non-sufficient funds payment is used for Rent, Security Deposit, late fees or other fee/penalty payments, Landlord may require that the only forms of acceptable future payments from Tenant are money orders, cashiers checks and or pay Rent by credit card. Further, any payments of Rent, Fees and/or Security Deposit from an account with insufficient funds shall be considered a material breach of this Lease and shall give Landlord cause to terminate this Lease or to pursue any remedies available by law, including but not limited to eviction.

48. ADDITIONAL PROVISIONS & DISCLOSURES. This Agreement is subject to and fully incorporates the Addenda specified below, which are separately signed, attached and made part of this Lease (applicable if checked).

- ☒ Crime Free Addendum
- ☒ Lead Paint Addendum
- ☒ Bed Bug Addendum
- ☒ Additional Lease Agreements Below

Backyard swing this the property of the owner. Owner reserves the right to take the swing at any time during the term of the lease by serving a 48 hour notice to the tenant to retrieve the swing.

49. WINDOW TREATMENTS. Not all rental properties have window treatments, nor do all cities require that rental properties have window treatments. In renting the Premises and initialing below, Tenant accepts the current condition of the window treatments, whether none present, partially present, or fully present. Landlord gives permission to Tenant to install window treatments, which are agreed to in advance by Landlord, which must be installed at Tenant's sole expense, and which must remain in the Premises upon the expiration or termination of the Lease. If such window treatments are removed by Tenant, Tenant agrees to repair any and all damage caused by installation or removal of the window treatments from Premises.
50. EXTENDED ABSENCES. In the event Tenant will be away from the Premises for more than 8 consecutive days, Tenant agrees to notify Landlord or Renters Warehouse, as Landlord's agent, in writing of such absence. During such absence and only with prior notice to Tenant, Landlord or a representative of Renters Warehouse may enter the Premises at times reasonably necessary to maintain the Premises and inspect for damages and needed repairs.
51. CREDIT/BACKGROUND CHECK AUTHORIZATION. Tenant hereby acknowledges that Renters Warehouse has permission to share Tenant's credit and rental history with all appropriate parties involved in the transaction.

RWAZ Managed Ver. 1

52. INSURANCE NOTIFICATION. Tenant acknowledges that Tenant has been advised that neither Landlord nor Renters Warehouse is responsible for damages to personal property that may occur due to fire, water, theft, vandalism, etc. It is advisable (though not required) that Tenant obtain renters insurance or contents coverage, through a reputable insurer. Tenant may pursue this insurance through Tenant's own insurer, or for other options and recommendations Tenant may call the Renters Warehouse office at 480.626.2226 for insurers who may be able to provide such coverage. Tenant also has verified and provides the following information for the benefit of Landlord and/or Renters Warehouse:

☒ (Check box if applicable) Tenant currently carries renters insurance,

Company:

Policy Number: N/A Exp Date: N/A

☐ (Check box if applicable) Tenant chooses not to carry renters insurance and has been advised of the consequences and personal liabilities -OR- Tenant does not have renters insurance at this time but may pursue obtaining it at Tenant's own cost and responsibility.

-- SIGNATURES ON NEXT PAGE --

RWAZ Managed Ver. 1

Lease acknowledged and agreed this ____ day of _____, 20__ by:

LANDLORD (Owner):

Sign:

Kelleen Murray

dotloop verified
07/05/17 8:03PM EDT
SSPS-LRNE-L6JZ-X2KC

Print:

L Kelleen Murray

LANDLORD (Owner):

Sign:

Michael Murray

dotloop verified
07/05/17 8:05PM EDT
T6QC-FKSP-EJFR-DYYU

Print:

R Michael Murray

Lease acknowledged and agreed this ____ day of _____, 20__ by:

TENANT :

Sign:

Victor Mercado

dotloop verified
07/05/17 8:09PM EDT
2YF6-XQE1-JQH6-7FWK

Print:

Victor Mercado

TENANT:

Sign:

Gloria Mercado

dotloop verified
07/05/17 8:12PM EDT
3Y6R-YF5S-SYQJ-ZTWK

Print:

Gloria Mercado

TENANT:

Sign:

Lauren Pineda

dotloop verified
07/05/17 8:14PM EDT
888H-RJK2-QVIQ-U965

Print:

Lauren Pineda

TENANT:

Sign:

Karolena Pineda

dotloop verified
07/05/17 8:15PM EDT
A0XD-TEE9-IIOH-HHBM

Print:

Karolena Pineda

TENANT:

Sign:

Print:

TENANT:

Sign:

Print:

**Residential Lease Addendum: Lead Based Paint Disclosure of
Information on Lead-Based Paint and/or Lead-Based Paint
Hazards**

Lease Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):
- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). ☐
- (ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. ☒
- (b) Records and reports available to the Lessor (Check (i) or (ii) below):
- (i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. ☐
- (ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. ☒

Lessee's Acknowledgment (initial)

- (c) Lessee has received copies of all information listed above.
- (d) Lessee has received the pamphlet *Protect your Family from Lead in Your Home.*, this can also be obtained via the web at: <http://www.cpsc.gov/cpscpub/pubs/426.pdf>

<i>MM</i>	<i>GM</i>	<i>LP</i>
07/05/17	07/05/17	07/05/17
<i>RP</i>		
07/05/17		
8:15PM EDT		

<i>MM</i>	<i>GM</i>	<i>LP</i>
07/05/17	07/05/17	07/05/17
<i>RP</i>		
07/05/17		
8:15PM EDT		

Agent's Acknowledgement (initial)

- (e) Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

RS
07/05/17
7:57PM EDT

RWAZ Managed Ver. 1

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

2644 East Camino Street, Mesa, AZ 85213

Property Address

Kelleen Murray

dotloop verified
07/05/17 8:03PM EDT
QV78-MW11-ATUE-CCTK

Lessor (owner)

Date

Michael Murray

dotloop verified
07/05/17 8:05PM EDT
A8D5-ADWN-SO6D-FMVU

Lessor (owner)

Date

Victor Mercado

dotloop verified
07/07/17 7:00PM EDT
FRR8-ZAZM-DHZQ-OWCV

Lessee (tenant)

Date

Gloria Mercado

dotloop verified
07/07/17 7:06PM EDT
5GUS-GKVC-RBSO-8JTT

Lessee (tenant)

Date

Lauren Pineda

dotloop verified
07/07/17 7:08PM EDT
BGPW-OHTH-V0IH-L57U

Lessee (tenant)

Date

Karolena Pineda

dotloop verified
07/07/17 7:10PM EDT
UD1A-7SMK-P8IN-28GM

Lessee (tenant)

Date

Lessee (tenant)

Date

Lessee (tenant)

Date

CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of the lease of the dwelling unit identified in the attached lease, Property Owner/Manager and Resident agree as follows:

- 1) Resident, any members of the resident's household, a guest or other person under the resident's control, shall not engage in criminal activity, including drug-related criminal activity, on or near 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, including but not limited to medical marijuana** (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]). Medical Marijuana, in any form, is strictly prohibited on property and possession, use or cultivation thereof shall constitute a material and irreparable breach of this Lease.
- 2) Resident(s), any member of the resident's household, 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 near the said premises.
- 3) Resident 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 of whether the individual engaging in such activity is a member of the household, or a guest.
- 4) Resident, any member of the resident's household, 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, including but not limited to, medical marijuana**, at any location, whether on or near the dwelling unit or otherwise.
- 5) Resident, any member of the resident's household, a guest or another person under the resident's control, shall not engage in any criminal activity, including **prostitution, criminal street gang activity, threatening, intimidating, or assaultive behavior** including but not limited to the **unlawful discharge of firearms**, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent or other residents and/or involving imminent or actual serious property damage.
- 6) VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.
- 7) In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
- 8) This lease addendum is incorporated into the lease executed or renewed this day between Property Owner/Manager and Resident(s).

RWAZ Managed Ver. 1

It is understood and agreed that a single violation shall be good cause for termination of this lease.
Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence.

Kelleen Murray

dotloop verified
07/05/17 8:03PM EDT
K3M5-CRES-9ZRM-ROT1

Management or Owner Signature

Date

Victor Mercado

dotloop verified
07/05/17 8:09PM EDT
YXNB-DHGP-YTXA-XUT1

Resident Signature

Lauren Pineda

dotloop verified
07/05/17 8:14PM EDT
J1U-E2SN-OHXV-RH2I

Date

Michael Murray

dotloop verified
07/05/17 8:05PM EDT
GFNT-E6EY-9GDM-IHAS

Management or Owner Signature

Date

Gloria Mercado

dotloop verified
07/05/17 8:12PM EDT
HI0U-K9PT-EYBI-ADQZ

Resident Signature

Karolena Pineda

dotloop verified
07/05/17 8:15PM EDT
EK0M-LXL3-YTWT-ETIN

Date

RWAZ Managed Ver. 1

Bed Bug Addendum

The goal of this Addendum is to protect the quality of the rented unit's environment from the effects of bed bugs by providing sufficient information and instructions. It is also the goal of this Addendum to clearly set forth the responsibilities of each of the parties to the rental agreement.

- Resident acknowledges the Owner/Agent has inspected the unit and is not aware of any bed bug infestation.
- Resident agrees that all furnishings and personal properties that will be moved into the premises will be free of bed bugs.
- Resident acknowledges that Resident will be held liable for all bed bug issues after 30 days of tenancy.

Resident hereby agrees to prevent and control possible infestation by adhering to the below list of responsibilities:

1. Check for hitch-hiking bed bugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bed bugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit make sure to inspect beds, bedding and upholstered furniture for signs of bed bug infestation.
2. Resident shall report any problems immediately to Owner/Agent. Even a few bed bugs can rapidly multiply to create a major infestation that spread to other units.
3. Resident shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional may be called in to eradicate the problem. Your unit must be properly prepared for treatment. Resident must comply with recommendations and requests from the pest management specialist prior to professional treatment including but not limited to:
 - Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or dry cleaners.
 - Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.
 - Empty dressers, night stands and closets. Remove all items from floors; bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
 - Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands. Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discarding of properly.
 - Wash all machine-washable bedding, drapes and clothing etc on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the items are infested with bed bugs. Discard any items that cannot be decontaminated.
 - Move furniture toward the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to reimburse the Owner/Agent for expenses including but not limited to attorney fees and pest management fees that Owner/Agent may incur as a result of infestation of bedbugs in the unit.
5. Resident agrees to hold the Owner/Agent harmless from any actions, claims, losses, damages and expenses that may incur as a result of a bed bug infestation.

RWAZ Managed Ver. 1

6. It is acknowledged that the Owner/Agent shall not be liable for any loss of personal property to the resident as a result of an infestation of bed bugs. Resident agrees to have personal property insurance to cover such losses.

By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this addendum.

Victor Mercado

dotloop verified
07/05/17 8:09PM EDT
GWBW-CGKP-UAQE-R2EH

Resident Signature

Lauren Pineda

dotloop verified
07/05/17 8:14PM EDT
SRWZ-1LPS-K0NW-Y8M2

Resident Signature

Resident Signature

Resident Signature Date

Owner/Agent

Kelleen Murray

dotloop verified
07/05/17 8:03PM EDT
FZ14-XEPR-Z5FU-ZGJZ

Gloria Mercado

dotloop verified
07/05/17 8:12PM EDT
NVNB-WXDB-28MG-QZS2

Date

Karolena Pineda

dotloop verified
07/05/17 8:15PM EDT
ETUH-FTM4-XF4L-Z11C

Date

Date

Date

Date