



ARIZONA MULTIHOUSING ASSOCIATION APARTMENT RENTAL AGREEMENT



_____, as Manager and Agent (hereinafter called "Management" for the Owner, rents to Resident(s) jointly and severally, Apartment No. _____ and parking space No. _____ of _____ Apartments, located at

Arizona, to be used solely for the purpose of a personal residence by (name of each occupant);

(1) _____ SS# _____ (2) _____ SS# _____
(3) _____ SS# _____ (4) _____ SS# _____

for a term of _____ months beginning _____, 20_____, and ending _____, 20_____, or this Agreement shall be month-to-month commencing on _____, 20_____ for a furnished unfurnished , apartment and Resident(s) shall pay rent, tax, charges and deposits as set forth below. Occupancy is limited to those persons named above.

MONTHLY RENTAL CHARGES:

Rent _____

Pet Rent _____
(Does not apply to assistive animals)

Parking Rent _____

Other _____

Subtotal _____

City Sales Tax _____
(Applicable rate subject to change during lease term)

TOTAL MONTHLY RENT _____

OTHER CHARGES AND DEPOSIT(S)

Security Deposit _____

Pet Deposit _____
(Does not apply to assistive animals)

NON-REFUNDABLE Preparation Charge _____

NON-REFUNDABLE Pet Cleaning/Sanitizing Charge _____
(Does not apply to assistive animals)

UTILITIES:

Natural Gas Paid by: _____

Electricity Paid By: _____

Other _____ Paid by: _____

Other _____ Paid by: _____

OTHER TERMS AND CONDITIONS: _____

RENT PAYMENT: The rent shall be \$ _____ per month plus applicable sales tax payable in advance on or before the _____ day of each month at the on-site manager's office or at the location designated by Management, which is payable with a personal check, cashier's check, certified check or money order in the exact amount due. No second party checks will be accepted. Resident will pay as additional rent no later than the next rental payment date: (1) \$ _____ per day for each day after the _____ that any portion of the rent is delinquent; (2) \$ _____ for each non-sufficient fund check returned by the Resident's bank and thereafter all future rent and charges shall be paid only in the form of cashier's check or money order; (3) \$ _____ minimum charge for cleaning drain stoppages caused by foreign objects; (4) the costs of repairs caused by damages due to act of neglect by Resident's guest; and (5) \$ _____ assessment for bringing an unauthorized pet on the property. Resident's failure to pay any rent or other charge due may provide basis for termination of this Rental Agreement at the option of Management. Resident further agrees that Management has the exclusive right to determine how Resident's payments are applied towards the various monetary obligations of this Rental Agreement (i.e. rent, unpaid deposits, charges and/or pet permit violations).

UTILITY COSTS/SALES TAX ADJUSTMENT DURING LEASE TERM: Management shall have the right, upon 30 days written notice to Resident, to increase the total rent due by an amount reasonably related to any increase in the cost of utilities and/or any increase in City sales tax.

MOVE-OUT CHARGES: Resident may be present for move-out inspection upon request to management. Resident agrees that move-out charges will be determined as follows:

Table with 5 columns: Item description, 1 bdrm=\$, 2 bdrm=\$, 3 bdrm=\$, and Additional charges. Rows include: Clean range and oven, Clean oven interior, Clean broil pan, Vacuum carpet, Remove trash, Clean tub and shower enclosure, Clean sink (kitchen or bath), Clean microwave, washer/dryer, fireplace, Clean storage area, Empty cabinets and drawers, Clean cabinets and drawers, Empty refrigerator, Clean refrigerator, Defrost refrigerator, Clean tile floors, Clean toilet.

PARKING POLICIES: Resident agrees that only those vehicles (including trailers and boats) identified below may park on the property without separate written consent from Management.

Table with 6 columns: MAKE/MODEL, TYPE, YEAR, LICENSE NO., STATE, SPACE #

Management may assign parking spaces or areas for residents and guests. Management may also designate: (1) Parking areas; (2) Whether trailers, boats, or campers may park and where inoperable, abandoned or unauthorized vehicles will be towed at the owner's expense after a 24 hour notice is posted on the vehicle. The 24 hour notice does not apply to vehicles that are parked in a space assigned to another resident, parked in a marked tow-away or parked to impede traffic or trash collection easements. Vehicles parked in this manner will be towed away immediately without warning at owner's expense. If Management pays resident's towing expense, such expense shall be deemed as additional rent owed and be immediately due and payable. Guests must only be parked in parking lots, never on sidewalks, in landscape areas or apartments and must not damage asphalt, etc. Vehicles parked on the property must park "head in" only and show current registration. Management may elect to charge, as additional rent, a \$ _____ fee for repeat offenders.

DISCLOSURE: _____ is Management or Owner under the lease and service or process can be made through its statutory agent. All other notices must be in writing and delivered to the Manager's Office during regular business hours or sent by registered or certified mail to the Manager's Office during regular business hours, except as may be provided by Addendum to this lease. (Be advised that Management and Management's Employees are agents of and represent the owner).

AGREEMENT AND ACCEPTANCE: Resident agrees (1) to live within the spirit and letter of this entire agreement including the Rental Application, the Apartment Inventory and Pet Agreement (if applicable), all of which are attached; (2) that each obligation of this Agreement is material and a violation of any obligation entitles Management to terminate this agreement and/or exercise any other legal rights it may possess; (3) that the Resident designated below as "Agent" shall deliver the total rent due each month to Management, occupy the assigned parking space (if applicable) and receive any security refund (if applicable); (4) and upon written notice from Management, this Agreement will convert to a month to month tenancy if false and/or misleading information is contained in the Rental Application.

Resident: _____ Management (Authorized Agent for the Owner)
Resident/Agent _____ By _____
Resident _____ Its _____ (Title)
Resident _____ Date _____
Resident _____ Date _____

ACCESS: Except in case of emergency or if it is impracticable to give notice, Management will not enter Resident's apartment without prior notice. Resident further agrees that this notification to Management of a service or maintenance request grants Management authority to enter the apartment at all reasonable times for the purpose of that request, and Management must have advanced written permission from Resident to open Resident's apartment for others (i.e. delivery personnel, service personnel, friends, etc.). Resident is aware that under these circumstances Management is not responsible for lost or stolen articles, damage or doors left unlocked.

FAIR HOUSING ACCOMMODATIONS: This Community is dedicated to honoring Federal and Arizona Fair Housing laws. Accommodations will be made/allowed as reasonably necessary to the policies and regulations of the community in order to enable Residents with disabilities to utilize the rental premises. The Community reserves the right to require reasonable medical evidence of the disability and that the requested accommodation is necessary. The resident may be required to restore the premises to their prior condition if failure to make restoration would interfere with the owner's or next tenant's use and enjoyment of the premises.

RESIDENT'S POLICIES: (A) Resident shall not decorate or alter the apartment, patio or balcony area, change door locks, add a new lock, have waterbed, sublet or park a motorized vehicle in the apartment, without written permission from Management. (B) Resident further agrees to comply with state statutes and city ordinances which are applicable to the premises. (C) Resident shall show due consideration for his neighbors and not interfere with other resident's quiet enjoyment, and Management shall be sole judge of acceptable conduct. (D) Resident has carefully inspected the premises and finds them to be in a clean, rentable, undamaged condition except as may be noted otherwise in the Apartment inventory. Resident agrees to exercise reasonable care in the use of the premises and maintain and redeliver the same in a clean, safe and undamaged condition. (E) Resident is responsible for the conduct of all occupants, guests, or visitors.

ABANDONMENT: Abandonment means either: (1) The Resident's absence from the premises for at least seven (7) consecutive days, rent being at least ten (10) days past due, and the lack of any reasonable evidence that Resident is occupying the premises; or (2) Resident's absence from the premises for at least five (5) days, rent being at least five (5) days past due, and the absence of the Resident's personal property from the dwelling unit. Such abandonment shall not constitute a "surrender" without the consent of Management and in the event of abandonment, Management shall be entitled to all remedies at law or in equity, which provides that if personal property is abandoned by the Resident and determined by Management to be of less value than the cost of moving, storing and conducting a sale of such personal property, Management may destroy or otherwise dispose of any or all of the abandoned property.

COMMUNITY POLICIES: The community policies are for the mutual benefit of all residents and are deemed a part hereof of this Rental Agreement and violations or breaches of any community policy shall constitute a default under the Rental Agreement. Notice of modifications to community policies will be given to Residents at least 30 days prior to their effective date.

OPTION TO RENEW/RENT INCREASE: At expiration of this lease, this lease will automatically renew on a month-to-month basis under the same terms and conditions unless Resident gives Management a 30 day prior written notice of Resident's intent to vacate by delivering to Management a vacate notice, or unless Management, at its sole option, chooses not to renew this lease, and in such cases, Resident agrees to vacate on the expiration date of lease. The rent may increase upon the expiration date if a 30 day prior written notice of such an increase is provided to Resident. A specific length lease of greater than one month but no longer than one year may be required for continued occupancy.

INDEMNIFICATION: Management shall not be liable for any damage or injury to the Resident(s) or any other person, or to any property, occurring on the premises, or any part thereof, or in the common areas thereof, unless such damage or injury is the result of negligence or unlawful acts of Management, its agents or employees. Management is only liable for those claims for damages and injuries for which it is legally responsible. Resident shall be responsible for obtaining fire, extended coverage, and liability insurance with respect to the contents of the apartment. Resident understands that Management's insurance does not cover Resident's belongings from losses not caused by Management's negligence and Management encourages Resident to obtain an all-risk policy in addition to marking all valuables for "Operation Identification."

AUTHORIZATION: The parties hereby authorize management to make available information concerning this residency, upon request, during or after the term of this residency. Resident expressly releases management from any liability for disclosure of any information related to the tenancy of the Resident.

WAIVER: Failure of Management to insist upon strict compliance with the terms of this Rental Agreement shall not constitute a waiver of Management's right to act on any violation.

ATTORNEY'S FEES: In the event of legal action to enforce compliance with this Rental Agreement, the prevailing party may be awarded court costs and reasonable attorney's fees.

JURY TRIAL WAIVER: The parties hereby waive their respective rights to trial by jury in any special detainer or forcible entry and detainer action arising out of or in any way connected with this Rental Agreement.

SEVERABILITY: If any provision of this Rental Agreement is invalid under applicable law, such provisions shall be ineffective to the extent of such invalidity only, without invalidating the remainder of this Rental Agreement.

REMEDIES CUMULATIVE: All remedies under this Rental Agreement or by law or equity shall be cumulative.

SECURITY: Resident hereby agrees and acknowledges that Management and Owner shall not provide and shall have no duty to provide any security services to Resident or the community. Resident shall look solely to the public police force for security protection and Resident agrees and acknowledges that protection against criminal action is not within the power of Management and Owner, and, even if from time to time Management provides security services, those services cannot be relied upon by Resident and shall not constitute a waiver of, or in any manner modify that above agreement. Management and Owner shall not be liable for failure to provide adequate security services or for criminal or wrongful actions by others against Resident, Resident's relatives or Resident's guests.

TRANSFERS: Military personnel on active duty may terminate the Rental Agreement upon receipt of orders transferring to another base, releasing from active duty, or ordering occupancy of government quarters. Resident agrees to give 30 days written notice and rent will be prorated from the notice date to move-out date. Assignment instructions for the voluntary occupancy of government quarters are not sufficient for termination of the Apartment Rental Agreement.

FURNITURE EXCHANGE AND REMOVAL POLICIES: It is Management's policy not to exchange or remove furniture from a furnished apartment. If as a result of Resident's request, Management makes an exception, Resident agrees to pay a service charge ranging from a minimum of \$ _____ per room and that the monthly rent will not be reduced as long as any of Management's furniture remains in Resident's apartment.

MOVE OUT CHARGES:

A. **RENT:** Resident must deliver a signed "VACATE NOTICE" at least thirty (30) days prior to move out. Resident must fulfill the agreed upon terms of the Rental Agreement. The Thirty-Day Notice must be delivered to management at least thirty (30) days prior to the lease agreement's expiration. For rental agreements which are month-to-month, resident agrees to provide a Thirty Day Notice to vacate thirty (30) days prior to the periodic rental due date.

B. **INADEQUATE CLEANING:** If Resident does not complete the cleaning requirements as listed, Resident will be charged the amounts listed in this agreement.

C. **ADMINISTRATIVE CHARGES:** I agree to pay \$ _____ to defray Management's administrative and marketing costs if Resident does either of the following: (1) fails to fulfill the agreed upon term of the Apartment Rental Agreement or, (2) fails to deliver a written "VACATE NOTICE" to Management at least 30 days prior to move out.

D. **PROPERTY DAMAGE:** Resident agrees that if apartment is not returned in the same condition as Resident received it (as shown on APARTMENT INVENTORY), less fair wear and tear as determined by Management, Resident will be charged Management's cost to repair. Personal property remaining after move out will be disposed of without accountability.

E. **OTHER:** Resident agrees to pay any unpaid preparation fee, pet cleaning/sanitizing fee, late charges, NSF check charges, lost key charges, or other unpaid charges at time of move out.

OWNER AGREES TO RETURN ALL REFUNDABLE DEPOSITS IN ACCORDANCE WITH A.R.S. SECTION 33-1321.

GENERAL PROVISIONS: No oral promises, representation or agreements have been made by Owner or Management. This lease is the entire agreement between the parties and Management (including employees, leasing personnel and other personnel) have no authority to waive, amend or terminate this lease or any part of it and no authority to make promises, representation or agreements which impose duties of security or other obligations on Owner or Management unless done in writing. A copy of the Arizona Residential Landlord and Tenant Act may be obtained from the Arizona Secretary of State's office.

ADDENDUM TO APARTMENT RENTAL AGREEMENT

For the first _____ month(s) of this agreement, Management agrees to reduce the basic monthly rent by \$ _____ per month with the understanding that in the event the Resident does not fully perform under the terms and conditions of this lease, Resident agrees to return to Management any rent incentives herein accepted by Resident or reimburse Management for the full market value of said incentives.

