

**DRAFT**

**Residential Lease Agreement >>**

38. All Earnest Money shall consist of immediately available funds and is subject to collection. In the event any payment for Earnest Money is  
39. dishonored for any reason, at Landlord's option, Landlord shall be immediately released from all obligations under this Lease Agreement by  
40. notice to Tenant. Upon acceptance of this Lease Agreement by all parties, all Earnest Money shall be applied to deposits and/or initial rents.

41. **Periodic Rental Due Date:** The Rent and all other accrued charges shall be due and payable no later than 5:00 p.m. on the \_\_\_\_\_ day  
42. of each month (regardless of weekends or holidays). Rent shall be payable in advance without deductions or offsets. Landlord is not required  
43. to accept a partial payment of Rent or other charges. ~~If the sales tax changes during the term of this Lease Agreement, Landlord may adjust~~  
44. ~~the amount of Rent due to equal the difference caused by the tax change upon thirty (30) days notice to Tenant.~~

45. **Note: On and after January 1, 2025, cities, towns and other taxing jurisdictions may no longer levy a transaction**  
46. **privilege tax ("Sales Tax") on the leasing of real property for residential purposes. Short-term rentals as defined by**  
47. **A.R.S. 42-5070 must still pay a Sales Tax.**  
48. **A Landlord may not charge a Tenant any amount traceable to the repealed Sales Tax.**

49. **Rent:** Tenant shall pay monthly installments of \$ \_\_\_\_\_ ~~plus any applicable sales taxes, which are currently~~  
50. ~~\$ \_\_\_\_\_, totaling \$ \_\_\_\_\_~~ ("Rent") to: \_\_\_\_\_  
51. at: \_\_\_\_\_  
52.

53. **Late Charges and Returned Payments:** A late charge of \$ \_\_\_\_\_ shall be added to all Rent not received  
54. by  5:00 p.m. on the due date or  \_\_\_\_\_ days after due date and shall be collectible as Rent. Tenant shall pay a charge of  
55. \$ \_\_\_\_\_ for all funds dishonored for any reason, in addition to the late charge provided herein.  
56. These additional charges shall be collectible as Rent. If a Rent payment has been returned unpaid for any reason,  
57. Landlord shall be entitled to demand that all sums due pursuant to this Lease Agreement be paid in the form of a cashier's  
check or money order.

58. **Late or Partial Payments:** The acceptance by Landlord of any late or partial payment shall not change the due date or amount of  
any required payment in the future and shall not relieve Tenant of any obligation to pay the balance of the Rent and any applicable  
late fees or costs.

59. **Rent Proration:** If Rent is being prorated for a period other than a full month, Tenant shall pay on \_\_\_\_\_ \$ \_\_\_\_\_ ~~plus any~~  
60. ~~applicable sales tax of \$ \_\_\_\_\_, totaling \$ \_\_\_\_\_~~ for the prorated period beginning \_\_\_\_\_ and ending \_\_\_\_\_  
61. MO/DA/YR MO/DA/YR  
62. MO/DA/YR MO/DA/YR  
63.  
64.

65. **Note: The ARLTA prohibits a landlord from demanding or receiving security, however denominated, including,**  
66. **but not limited to, prepaid Rent in an amount or value in excess of one and one-half month's Rent; however the**  
67. **ARLTA does not prohibit a tenant from voluntarily paying more than one and one-half month's Rent in advance.**  
68. **The breakdown of the deposit amounts shown below is solely for the purpose of showing how such amounts**  
69. **were calculated and does not limit a landlord's right to use all deposit amounts as permitted by the ARLTA.**  
70. **Deposits may be placed in interest-bearing accounts, which interest shall be retained by the Broker or Landlord.**  
71. **REFUNDABLE DEPOSITS SHALL NOT BE USED AS A CREDIT TOWARDS LAST MONTH'S RENT.**

70. **Initial Rent Payment:** \$ \_\_\_\_\_

71. **Refundable Security Deposit Due:** "Security Deposit" is given to assure payment or performance under this Lease Agreement.  
72. "Security Deposit" does not include a reasonable charge for redecorating or cleaning.

73. Security deposit: \$ \_\_\_\_\_  
74. Pet deposit: + \$ \_\_\_\_\_ (assistive and service animals are not considered "pets")  
75. Cleaning deposit: + \$ \_\_\_\_\_

76. **Non-refundable Charges Due:**  
77. Cleaning Fee: + \$ \_\_\_\_\_ (for additional cleaning and sanitizing of the Premises after Tenant vacates)  
78. Redecorating Fee: + \$ \_\_\_\_\_ (for periodic repair/replacement of floor and window coverings, paint and  
79. decorative items after Tenant vacates)  
80. Pet Cleaning Fee: + \$ \_\_\_\_\_ (for additional wear, tear and cleaning after Tenant vacates)  
81. (assistive and service animals are not considered "pets")  
82. Other Fee: + \$ \_\_\_\_\_ (for \_\_\_\_\_)

83. **Tax Due on Initial Rent and Non-refundable Charges Paid to Landlord:**  
~~Sales tax charged: + \$ \_\_\_\_\_ City rental tax rate \_\_\_\_\_ % Taxable amount \$ \_\_\_\_\_~~

84. **Total Required Payment:** \$ \_\_\_\_\_  
Less Earnest Money - \$ \_\_\_\_\_

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TENANT TENANT