

# RECOMMENDATION TO THE EXECUTIVE COMMITTEE

**FROM:**

Risk Management Committee

**RECOMMENDATION:**

Approval of a revised Residential Lease Agreement

**BACKGROUND:**

Currently, Arizona REALTORS® Residential Lease Agreement allows for only one agent to be designated as representing the Tenant, and one agent to be designated as representing the Landlord. However, it is becoming increasingly common that more than one agent represents an individual Landlord of Tenant, especially in those instances involving a real estate team leader and a team member.

In February 2017, the Residential Resale Real Estate Purchase Contract was amended to allow for two agents to be designated as representing both the Buyer and Seller. Risk Management recommends that a conforming change be made to the Residential Lease Agreement. Specifically, it is recommended that a blank line be added between lines 296 and 297 and that an additional blank line be added between lines 307 and 308.

**BUDGET IMPACT:**

Arizona REALTORS® will be required to pay zipForm \$50 to format page 7 of the revised Residential Lease Agreement and upload it to the zipForm software product for use by Arizona REALTOR® members. (Note - zipForm has not consistently billed Arizona REALTORS® for expenses of this nature.)

**MOTION:**

**TO APPROVE FOR RELEASE ON OR ABOUT OCTOBER 1, 2019, THE ATTACHED REVISED RESIDENTIAL LEASE AGREEMENT.**

**FOR MORE INFORMATION CONTACT:**

Lisa Paffrath – (928) 526-7777 / [nazlandlady@gmail.com](mailto:nazlandlady@gmail.com)

**OR** Scott Drucker – (602) 248-7787 / [scottdrucker@aaronline.com](mailto:scottdrucker@aaronline.com)

# TENANT ATTACHMENT

Document updated:  
February ~~October~~ 2019



*This attachment is intended to be given to the Tenant prior to the submission of any offer and is not part of the Residential Lease Agreement's terms.*



# ATTENTION TENANT!

## YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT.

- 1. Read the entire agreement *before* you sign it.
- 2. Review the Rules & Regulations, CC&Rs and all other governing documents, especially if the property is in a homeowner's association.
- 3. You are *strongly* urged to obtain Renter's Insurance.
- 4. Investigate all material (important) facts.
- 5. If a Residential Lease Owner's Property Disclosure Statement is provided, carefully review that document. This information comes directly from the Landlord. Investigate any blank spaces.
- 6. Read and understand your rights and obligations pursuant to the *Arizona Residential Landlord and Tenant Act*, a copy of which can be obtained on the Department of Housing website: [www.azhousing.gov](http://www.azhousing.gov).

You can obtain information about considerations when renting a property through the Tenant Advisory at <http://www.aaronline.com>.

Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any area of interest or concern in the transaction. Be cautious about verbal representations, advertising claims, and information contained in a listing.

Verify anything important to you.



**Tenant's Check List**

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# RESIDENTIAL LEASE AGREEMENT

Document updated:  
February October 2019



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. **LANDLORD:** \_\_\_\_\_ or  identified on Line 330.  
PROPERTY OWNER(S) (LANDLORD) NAME(S)

2. **TENANT:** \_\_\_\_\_  
TENANT(S) NAME(S)

3. Landlord and Tenant enter into this Residential Lease Agreement ("Lease Agreement") on the terms contained herein. Landlord  
4. rents to Tenant and Tenant rents from Landlord, the real property and all fixtures and improvements thereon and appurtenances  
5. incident thereto, plus personal property described below (collectively the "Premises").

6. Premises Address: \_\_\_\_\_

7. City: \_\_\_\_\_ AZ, Zip Code: \_\_\_\_\_

8. **Personal Property included and to be maintained in operational condition by Landlord:**

9.  Washer  Dryer  Refrigerator  Range/Oven  Dishwasher  Microwave

10.  Other: \_\_\_\_\_

11. **Occupancy:** The Premises shall be used only for residential purposes and only by the following named persons:

12. \_\_\_\_\_

13. \_\_\_\_\_

14. **Assignment and Occupancy Restrictions:** Only persons listed above may occupy the Premises or any part thereof without Landlord's  
15. prior written consent. If Tenant attempts to sublet, transfer, or assign this Lease Agreement and/or allows any persons other than those listed  
16. above to occupy the Premises without Landlord's prior written consent, such act shall be deemed a material non-compliance by Tenant  
17. of this Lease Agreement and Landlord may terminate this Lease Agreement.

18. **Addenda Incorporated:**  Lead-based Paint Disclosure  Move-In/Move-Out Condition Checklist

19.  Other: \_\_\_\_\_

20. **Term:** This Lease Agreement shall begin on \_\_\_\_\_ at \_\_\_\_\_ and end on \_\_\_\_\_ at \_\_\_\_\_,  
MO/DA/YR TIME MO/DA/YR TIME

21. at which time this Lease Agreement shall automatically continue on a month-to-month basis, with all other terms and conditions set forth  
22. herein remaining the same, unless either party provides written notice to the other of their intention to terminate the Lease Agreement.  
23. Notice to terminate the Lease Agreement at the end of the original term shall be given on or prior to the last rental due date of the original  
24. term. Notice to terminate, if on a month-to-month basis, shall be given thirty (30) days prior to the periodic rental due date. At lease  
25. termination Tenant shall return all keys/garage door/entry gate openers as described herein and vacate the Premises.

26. **IF TENANT WILLFULLY FAILS TO VACATE THE PREMISES AS PROVIDED FOR IN THIS LEASE AGREEMENT, LANDLORD**  
27. **SHALL BE ENTITLED TO RECOVER AN AMOUNT EQUAL TO BUT NOT MORE THAN TWO (2) MONTHS' PERIODIC RENT**  
28. **OR TWICE THE ACTUAL DAMAGES SUSTAINED BY LANDLORD, WHICHEVER IS GREATER, AS PROVIDED FOR IN THE**  
29. **ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT ("ARLTA").**

30. **Earnest Money:**  No Earnest Money is required.  
31.  Earnest Money is required in the amount of \$ \_\_\_\_\_ .  
32. Until offer is accepted, Landlord is entitled to lease the Premises to another tenant.

33. **Form of Earnest Money:**  Personal Check  Cashier's Check  Other: \_\_\_\_\_

34. Upon acceptance of this offer by Landlord, Earnest Money will be deposited with:

35.  Broker's Trust Account \_\_\_\_\_  
(PRINT BROKERAGE FIRM'S NAME)

36.  Landlord

37.  Other: \_\_\_\_\_

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

48. **Late Charges and Returned Payments:** A late charge of \$ \_\_\_\_\_ shall be added to all Rent not received  
49. 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  
50. \$ \_\_\_\_\_ for all funds dishonored for any reason, in addition to the late charge provided herein.  
51. These additional charges shall be collectible as Rent. If a Rent payment has been returned unpaid for any reason,  
52. Landlord shall be entitled to demand that all sums due pursuant to this Lease Agreement be paid in the form of a cashier's  
53. check or money order.

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

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

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

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

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

69. Security deposit: \$ \_\_\_\_\_  
70. Pet deposit: + \$ \_\_\_\_\_ (assistive and service animals are not considered "pets")  
71. Cleaning deposit: + \$ \_\_\_\_\_

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

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

81. **Total Required Payment:** \$ \_\_\_\_\_  
82. Less Earnest Money - \$ \_\_\_\_\_  
83. **BALANCE DUE (CERTIFIED FUNDS):** \$ \_\_\_\_\_ to be delivered to Landlord on or before \_\_\_\_\_  
MO/DA/YR

84. **Refundable deposits will be held:**  by Landlord  in Broker's Trust Account \_\_\_\_\_  
BROKERAGE FIRM NAME

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**Residential Lease Agreement >>**

85. No refundable deposit shall be transferred from the Broker's Trust Account to anyone other than Tenant without ten (10) calendar days' written notice to Tenant. If deposits are held by Landlord, Tenant and Landlord agree to hold Broker harmless of all liability regarding said deposits. If the Premises are surrendered to Landlord at the termination or expiration of this Lease Agreement in a clean and undamaged condition acceptable to Landlord, Landlord shall return the refundable deposits to Tenant within the time period provided for in the ARLTA. However, if the Premises are delivered to Landlord in an unclean, damaged or unacceptable condition, Landlord shall be entitled to retain all or a portion of the refundable deposits and hold Tenant liable for any additional charges.

91. **Application/Credit/Background Contingency:** A credit/background report(s) application fee of \$ \_\_\_\_\_ is due by separate payment and is non-refundable. This Lease Agreement is contingent on satisfactory verification and approval by Landlord of Tenant's employment, credit, banking references, income, past rental history, and criminal and/or other background check(s) prior to possession. Tenant consents to these credit/background check(s) by Landlord or Broker. Tenant shall complete a separate rental and/or credit application containing all the required information. Tenant warrants that the information is correct and complete and that Tenant has disclosed all pertinent information and has not withheld any information, including, but not limited to, poor credit, early terminations of leases, evictions or bankruptcy. Tenant's material falsification of any information provided to Landlord shall entitle Landlord to terminate this Lease Agreement and pursue all applicable remedies, damages, court costs and reasonable attorneys' fees. The credit history of Tenant with respect to this Lease Agreement may be reported to any credit bureau or reporting agency.

101. **Pets** (including, but not limited to animals, fish, reptiles or birds): Assistive and service animals are not considered "pets."  
 102.  No pets allowed. Tenant agrees not to keep or permit any pets on the Premises without prior written consent of Landlord.  
 103.  Landlord hereby grants Tenant permission to keep the following described pet(s) on the Premises:  
 104. \_\_\_\_\_ and Tenant  
 105.  is required  is not required to maintain a liability insurance policy to cover any liability incurred due to pet(s) with a  
 106. minimum of \$ \_\_\_\_\_ coverage and cause Landlord to become an "additional insured" under the policy.

107. **Keys:** Landlord agrees to deliver to Tenant keys for Premises:  \_\_\_\_\_ Door  \_\_\_\_\_ Pool  \_\_\_\_\_ Mail Box  
 108.  \_\_\_\_\_ Entry Gate  Other: \_\_\_\_\_ and  \_\_\_\_\_ garage door openers upon possession.  
 109. Tenant shall pay Rent and shall remain responsible for the security of the Premises until all keys and garage door openers have been physically returned to Landlord/Property Manager/Authorized Representative or otherwise satisfactorily accounted for by Tenant. Leaving keys/garage door opener/entry gate opener in or on the Premises will not be considered returned unless expressly authorized by Landlord in writing. Tenant agrees to pay all costs related to replacing lost or unreturned keys and/or garage door/entry gate openers. Tenant shall not change the locks or add a deadbolt lock without Landlord's written consent. Tenant acknowledges that unless otherwise provided herein, Premises have not been re-keyed.

115. **Utilities:** Tenant agrees to arrange, and pay for when due, all utilities except: \_\_\_\_\_  
 116. \_\_\_\_\_

117. **Association:** Premises is located within a community association(s):  Yes  No If Yes, explain: \_\_\_\_\_  
 118. \_\_\_\_\_

119. **Association Dues:** If applicable, homeowners' and other association dues and assessments shall be paid by Landlord.

120. **Maintenance Responsibility:** The following shall be the responsibility of the party indicated:  
 121. A. Pool Maintenance:  
 122. Cleaning/Routine Maintenance:  Landlord  Tenant  Association  Not applicable  
 123. Pool Chemicals:  Landlord  Tenant  Association  Not applicable  
 124. B. Routine Pest Control:  Landlord  Tenant  Association  Not applicable  
 125. C. Yard Maintenance:  
 126. Front Yard:  Landlord  Tenant  Association  Not applicable  
 127. Back Yard:  Landlord  Tenant  Association  Not applicable  
 128. D. Other: \_\_\_\_\_  Landlord  Tenant  Association  Not applicable

129. **Upkeep of the Premises:** Tenant has completed all desired physical, environmental or other inspections and investigations of the Premises and is satisfied with the physical condition, except as otherwise noted in writing. Tenant shall maintain the Premises in a neat and undamaged condition and, in particular, shall comply with applicable provisions of building codes, homeowners' association or other rules and regulations; maintain the Premises in a clean and safe condition; dispose of all ashes, rubbish, garbage and other waste; keep and use all plumbing and electrical, sanitary, heating, ventilating and air conditioning facilities and elevators and other facilities and appliances in a clean and reasonable manner; and generally conduct themselves and others in their charge, including pets, in a manner so as not to disturb their neighbors or in any way, deface, damage, impair or otherwise destroy any part of the Premises. Tenant shall immediately notify Landlord of any situation or occurrence that requires Landlord to provide maintenance,

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**Residential Lease Agreement >>**

137. make repairs, or otherwise requires Landlord to take action as required by the ARLTA, including, but not limited to any moisture  
138. conditions from any source, leaks, evidence of mold/mildew, or of any inoperative mechanical, plumbing or electrical system or  
139. component thereof. In the event Tenant notifies Landlord in writing of any condition requiring Landlord to make repairs or perform  
140. maintenance, such notice shall constitute permission from Tenant for Landlord to enter the Premises for the sole purpose of  
141. making the repairs or performing the maintenance requested. If Tenant fails to comply with such requirements, Landlord may  
142. make necessary repairs and submit a bill to Tenant subject to the provisions of the ARLTA. Tenant also agrees to replace furnace  
143. filters, air conditioning filters, light bulbs, water filters and smoke alarm and/or carbon monoxide detector batteries as frequently  
144. as conditions require, or as otherwise provided. Landlord agrees to maintain the Premises as provided in the ARLTA and shall  
145. comply with the requirements of applicable building codes, homeowners' association or other rules and regulations, make all repairs  
146. necessary to keep the Premises in a fit and habitable condition.

147. **Rules and Law:** Tenant has either received a copy of any rules, regulations, covenants, conditions and restrictions, homeowners'  
148. association rules, ordinances, and laws ("Rules and Law") concerning the Premises, or has made an independent investigation  
149. of the applicability of any such Rules and Law to Tenant's use of the Premises. If the homeowners' association, state, county,  
150. municipal or other governmental bodies adopt new ordinances, rules or other legal provisions affecting this Lease Agreement,  
151. Landlord may make immediate amendments to bring this Lease Agreement into compliance with the law. In such event, Landlord  
152. agrees to give Tenant notice that this Lease Agreement has been amended and shall provide a brief description of the amendment  
153. and the effective date.

154. **Compliance with Rules and Law:** Landlord and Tenant agree to comply with the applicable Rules and Law concerning the  
155. Premises. Tenant agrees to supervise other occupants, family, guests, invitees, or other persons under Tenant's control to ensure  
156. their compliance with the Rules and Law and shall be responsible for any actions of the foregoing who violate this Lease Agreement  
157. or the applicable Rules and Law. Tenant shall immediately notify Landlord upon receipt of any notice of violation and shall pay any  
158. fines or penalties assessed by any governing body as a result of Tenant's noncompliance with Rules and Law.

159. (TENANT'S INITIALS REQUIRED) \_\_\_\_\_  
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160. **Crime-Free Provision:** Tenant, occupants, family, guests, invitees, or other persons under Tenant's control shall not engage in or  
161. facilitate: (i) any acts involving imminent or actual serious property damage as defined by law; (ii) any criminal activity (state, federal or  
162. other municipality), including drug-related criminal activity, any act of violence or threats of violence, other illegal activity, including  
163. prostitution, criminal street gang activity, threatening or intimidating, unlawful discharge of firearms, or assault; (iii) jeopardize the health,  
164. safety and welfare of Tenants, Landlord, Landlord's representatives, agents or others.

165. **VIOLATION OF THIS PROVISION SHALL CONSTITUTE A MATERIAL AND IRREPARABLE VIOLATION OF THIS LEASE**  
166. **AGREEMENT AND CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY.**

167. **Swimming Pool Barrier Regulations:** Tenant agrees to investigate all applicable state, county, and municipal Swimming  
168. Pool Barrier Regulations and agrees to comply with said regulations while occupying the Premises, unless otherwise agreed in  
169. writing. If the Premises contains a swimming pool, Tenant acknowledges receipt of the Arizona Department of Health Services  
170. approved private pool safety notice. Landlord and Tenant expressly relieve and indemnify brokers from any and all liability and  
171. responsibility for compliance with any applicable pool barrier laws and regulations.

172. (TENANT'S INITIALS REQUIRED) \_\_\_\_\_  
TENANT TENANT

173. **Lead-based Paint Disclosure:** If the Premises were built prior to 1978, the Landlord shall: (i) notify Tenant of any known  
174. lead-based paint ("LBP") or LBP hazards in the Premises; (ii) provide Tenant with any LBP risk assessments or inspections of  
175. the Premises in the Landlord's possession; (iii) provide Tenant with the Disclosure of Information on Lead-Based Paint and  
176. Lead-Based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the  
177. pamphlet "Protect Your Family from Lead in Your Home" (collectively "LBP Information").

178.  The Premises were constructed prior to 1978 and Tenant has received and executed the Disclosure of Information on  
179. Lead-based Paint and Lead-based Paint Hazards, and has received any reports, records, pamphlets, and/or other materials  
180. referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home."

181. (TENANT'S INITIALS REQUIRED) \_\_\_\_\_  
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OR

182.  Premises were constructed in 1978 or later.

184. (TENANT'S INITIALS REQUIRED) \_\_\_\_\_  
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185. **Smoke Detectors:** The Premises  does  does not contain smoke detector(s). If yes, Tenant shall maintain the  
186. detector(s) in working condition, change batteries and notify Landlord if the detector is not working properly or missing from  
187. the Premises.

188. **Carbon Monoxide Detectors:** The Premises  does  does not contain carbon monoxide detector(s). If yes, Tenant shall  
189. maintain the detector(s) in working condition, change batteries and notify Landlord if the detector is not working properly or  
190. missing from the Premises.

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191. **Fire Sprinklers:** The Premises  **does**  **does not** contain fire sprinklers. If yes, Tenant shall notify Landlord if the  
 192. sprinklers are not working properly or are missing from the Premises.
193. **Alterations and Improvements:** Tenant shall not make any alterations, changes or improvements to the Premises without  
 194. Landlord's prior written consent. Tenant may be held responsible for any damages resulting from unauthorized alterations,  
 195. changes or improvements as well as the cost to restore the Premises to its move-in condition.
196. **Tenant Liability/Renter's Insurance:** Tenant assumes all liability for personal injury, property damage or loss, and insurable  
 197. risks except for that caused by Landlord's negligence. Landlord strongly recommends that Tenant obtain and keep renter's  
 198. insurance in full force and effect during the full term of this Lease Agreement.
199. **Access:** Tenant shall not unreasonably withhold consent to Landlord or Landlord's representative(s) to enter into the Premises to inspect;  
 200. make necessary or agreed repairs, decorations, alterations or improvements; supply necessary or agreed services; or exhibit the Premises  
 201. to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. Landlord may enter the Premises without consent of  
 202. Tenant in case of emergency. Landlord shall not abuse the right to access or use it to harass Tenant. Except in case of emergency,  
 203. Tenant's written request for repairs, or if it is impracticable to do so, Landlord shall give Tenant at least two days' notice in writing of the  
 204. intent to enter and enter only at reasonable times.
205. **Tenant Obligations upon Vacating Premises:** Upon termination of this Lease Agreement, Tenant shall surrender the Premises  
 206. to Landlord in the same condition as when the Agreement term commenced, reasonable wear and tear excepted; all debris will  
 207. be removed from the Premises; mail forwarded; and keys/garage door opener/entry gate opener returned to Landlord/Property  
 208. Manager/Authorized Representative. Tenant shall have all utilities on until completion of the move-out inspection. Tenant may be  
 209. present at the move-out inspection and, upon request, the Tenant shall be notified when the move-out inspection will occur.
210. **Trustee's Sale Notice:** Per A.R.S. § 33-1331 Landlord shall notify Tenant in writing within five (5) days of receipt of a notice of trustee's  
 211. sale or other notice of foreclosure on the Premises. Tenant shall notify Landlord immediately upon receipt of any notice of trustee's sale  
 212. or other notice on the Premises. Landlord shall not allow the Premises to be foreclosed.
213. **Death of Tenant:** Tenant may provide and update Landlord with the name and contact information of a person who is authorized to  
 214. enter the Premises to retrieve and store Tenant's personal property if Tenant dies during the term of this Lease Agreement. In the event  
 215. of Tenant's death during the term of this Lease Agreement, Landlord may release Tenant's personal property pursuant to the ARLTA.
216. **Breach:** In the event of a breach of this Lease Agreement, the non-breaching party may proceed against the breaching party in  
 217. any claim or remedy that the non-breaching party may have in law or equity.
218. **Attorney Fees and Costs:** The prevailing party in any dispute or claim between Tenant and Landlord arising out of or relating to this  
 219. Lease Agreement shall be awarded all their reasonable attorney fees and costs, along with all costs and fees incurred as a result of any  
 220. collection activity. Costs shall include, without limitation, expert witness fees, fees paid to investigators, and arbitration costs.
221. **Servicemembers' Civil Relief Act:** If Tenant enters into military service or is a military service member and receives military orders  
 222. for a change of permanent station or to deploy with a military unit or as an individual in support of a military operation for a period of  
 223. ninety (90) days or more, Tenant may terminate this Lease Agreement by delivering written notice and a copy of Tenant's official  
 224. military orders to Landlord. In such a case, this Lease Agreement shall terminate thirty (30) days after the next monthly rental payment  
 225. is due. Military permission for base housing does not constitute a change of permanent station order.
226. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Lease Agreement shall be treated as an original.  
 227. This Lease Agreement and any other documents required by this Lease Agreement may be executed by facsimile or other electronic  
 228. means and in any number of counterparts, which shall become effective upon delivery as provided for herein, except that the Lead-  
 229. based Paint Disclosure Statement may not be signed in counterpart. All counterparts shall be deemed to constitute one instrument,  
 230. and each counterpart shall be deemed an original.
231. **Entire Agreement:** This Lease Agreement, and any addenda and attachments, shall constitute the entire agreement between Landlord  
 232. and Tenant, shall supersede any other written or oral agreements between Landlord and Tenant and can be modified only by a writing  
 233. signed by Landlord and Tenant. The failure to initial any page of this Lease Agreement shall not affect the validity or terms of this Lease  
 234. Agreement.
235. **Time of Essence:** Time is of the essence in the performance of the obligations described herein.
236. **Arizona Law:** This Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
237. **Waivers:** No waiver by Landlord of any provision herein shall be enforceable against Landlord unless in writing signed by Landlord, nor  
 238. shall it be deemed a waiver of any other provision herein or of any subsequent breach by Tenant of the same or any other provision.  
 239. Landlord's consent to or approval of any act shall not constitute a continuing consent to or approval of any subsequent act by Tenant.
240. **Subordination:** This Lease Agreement shall be subordinate to all present and future ground leases, mortgages, deeds of trust and  
 241. any other encumbrances consented to by Landlord and also to any modifications or extensions thereof. Tenant agrees to execute any  
 242. subordination agreements or other similar documents presented by Landlord within three (3) days of delivery.
243. **Permission:** Landlord and Tenant grant Brokers permission to advise the public of this Lease Agreement and the price and terms herein.

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244. **Equal Housing Opportunity:** Landlord and Brokers comply with federal, state, and local fair housing laws and regulations.

245. **Construction of Language:** The language of this Lease Agreement shall be construed according to its fair meaning and not  
246. strictly for or against either party. All singular and plural words shall be interpreted to refer to the number consistent with circumstances  
247. and context.

248. **Court Modification:** If any provision of this Lease Agreement is found by a court to be invalid, illegal or vague, the parties agree  
249. that such provision shall be modified or stricken by the court to the minimum extent deemed necessary to make it valid, legal and  
250. enforceable and that all other provisions of this Lease Agreement shall remain in full force and effect.

251. **Days:** All references to days in this Lease Agreement shall be construed as calendar days and a day shall begin at 12:00 a.m.  
252. and end at 11:59 p.m.

253. **Notices:** Unless otherwise provided for by statute or by agreement of the parties, all notices herein shall be in writing and  
254. shall be delivered to Landlord at the address set forth herein and to Tenant at the Premises and shall be sent by registered or  
255. certified mail, or personally delivered. Such notice shall be deemed received on the date the notice is actually received or  
256. five (5) days after the date the notice is mailed by registered or certified mail, whichever occurs first.

257. **Additional Terms:**

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274. **Tenant Acknowledgment:** By signing below, Tenant acknowledges that: (i) A free copy of the Arizona Residential Landlord  
275. and Tenant Act is available through the Arizona Department of Housing; (ii) Landlord shall furnish upon move-in, a move-  
276. in form for specifying any existing damages to the Premises and Tenant shall return the completed move-in form to Landlord  
277. within five (5) days or \_\_\_\_\_ days of occupancy or Tenant accepts the Premises in its existing condition; (iii)  
278. Tenant is hereby notified that Tenant is entitled to be present at the move-out inspection; (iv) Tenant understands and  
279. agrees to the terms and conditions of this Lease Agreement, and acknowledges a receipt of a copy of all (eight) 8 pages of  
280. the Lease Agreement and any addenda.

281. **INDEMNITY AND RELEASE: THE PARTIES TO THIS LEASE AGREEMENT AGREE TO INDEMNIFY AND HOLD HARMLESS**  
282. **BROKERS, PROPERTY MANAGERS, AND ANY OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES OR EMPLOYEES**  
283. **FROM ANY LOSS, CLAIM, LIABILITY OR EXPENSE ARISING FROM INJURY TO ANY PERSON OR DAMAGE TO OR**  
284. **LOSS OF ANY PROPERTY, IN ANY WAY CAUSED BY THE PARTIES AND TENANT’S FAMILY, GUESTS, INVITEES,**  
285. **AGENTS, PETS OR OTHERS UNDER THEIR CONTROL.**

286. (LANDLORD’S INITIALS REQUIRED) \_\_\_\_\_  
LANDLORD LANDLORD  
287. (TENANT’S INITIALS REQUIRED) \_\_\_\_\_  
TENANT TENANT

288. **Terms of Acceptance:** This offer will become a binding lease agreement when acceptance is signed by Landlord and a signed  
289. copy delivered in person, by mail, facsimile or electronically, and received by Broker on behalf of Tenant if applicable, or  
290. by Tenant no later than \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m., Mountain Standard Time. Tenant may  
291. withdraw this offer at any time prior to receipt of Landlord’s signed acceptance. If no signed acceptance is received by this date and  
292. time, this offer shall be deemed withdrawn.

>>

LANDLORD LANDLORD

<Initials

Initials>

TENANT TENANT



**Residential Lease Agreement >>**

293. THIS LEASE AGREEMENT CONTAINS (EIGHT) 8 PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE  
294. ENSURE THAT YOU HAVE RECEIVED AND READ ALL (EIGHT) 8 PAGES AS WELL AS ANY ADDENDA AND ATTACHMENTS.

295. **Broker on behalf of Tenant:**

296. \_\_\_\_\_  
 PRINT SALESPERSON'S NAME      AGENT CODE      PRINT FIRM NAME      FIRM CODE

297. \_\_\_\_\_  
 PRINT SALESPERSON'S NAME      AGENT CODE      PRINT FIRM NAME      FIRM CODE

298. \_\_\_\_\_  
 FIRM ADDRESS      CITY      STATE      ZIP CODE

298. \_\_\_\_\_  
 TELEPHONE      FAX      EMAIL

299. **Agency Confirmation:** The Broker is the agent of (check one):  
300.  Tenant exclusively; or  both Tenant and Landlord

301. **The undersigned agree to lease the Premises on the terms and conditions herein stated and acknowledge receipt of a copy**  
302. **hereof including Tenant Attachment.**

303. \_\_\_\_\_  
 ^ TENANT'S SIGNATURE      MO/DA/YR      ^ TENANT'S SIGNATURE      MO/DA/YR

304. \_\_\_\_\_  
 ADDRESS

305. \_\_\_\_\_  
 CITY      STATE      ZIP CODE

**LANDLORD ACCEPTANCE**

306. **Broker on behalf of Landlord:**

307. \_\_\_\_\_  
 PRINT SALESPERSON'S NAME      AGENT CODE      PRINT FIRM NAME      FIRM CODE

308. \_\_\_\_\_  
 PRINT SALESPERSON'S NAME      AGENT CODE      PRINT FIRM NAME      FIRM CODE

309. \_\_\_\_\_  
 FIRM ADDRESS      CITY      STATE      ZIP CODE

309. \_\_\_\_\_  
 TELEPHONE      FAX      EMAIL

310. **Broker** is not authorized to receive notices or act on behalf of Landlord unless indicated below.

311. **Agency Confirmation:** The Broker is the agent of (check one):  
312.  Landlord exclusively; or  both Landlord and Tenant

313. **Property Manager**, if any, authorized to manage the Premises and act on behalf of Landlord pursuant to separate  
314. written agreement:

315. \_\_\_\_\_  
 NAME      TELEPHONE

316. \_\_\_\_\_  
 FIRM      TELEPHONE

317. \_\_\_\_\_  
 ADDRESS      CITY      STATE      ZIP CODE

318. Person authorized to receive service of process, notices, and demands is:

319. \_\_\_\_\_  
 NAME / LANDLORD'S NAME

320. **c/o** \_\_\_\_\_  
 PROPERTY MANAGER / AUTHORIZED REPRESENTATIVE      TELEPHONE

321. \_\_\_\_\_  
 ADDRESS      CITY      STATE      ZIP CODE

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| <b>LANDLORD</b> | <b>LANDLORD</b> |

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**Residential Lease Agreement >>**

322. **Landlord Acknowledgment:** Landlord has read this entire Lease Agreement. Landlord acknowledges that Landlord understands the  
323. terms and conditions contained herein. Landlord accepts and agrees to be bound by the terms and conditions of this Lease Agreement.  
324. Landlord has received a signed copy of this Lease Agreement and directs the Broker to deliver a signed copy to Tenant, and to any other  
325. Broker involved in this Lease Agreement.

326. **LANDLORD ACKNOWLEDGES THAT LANDLORD HAS PROVIDED THE REQUIRED INFORMATION ON RESIDENTIAL**  
327. **RENTAL PROPERTY TO THE APPLICABLE COUNTY ASSESSOR.**

328.  Counter Offer is attached, which is incorporated herein by reference. If there is a conflict between this Lease Agreement  
329. and the Counter Offer, the provisions of the Counter Offer shall be controlling. (Note: If this box is checked, Landlord  
330. should sign both Lease Agreement and Counter Offer.)

331. \_\_\_\_\_  
^ SIGNATURE OF LANDLORD OR PROPERTY MANAGER (IF AUTHORIZED) MO/DA/YR

332. \_\_\_\_\_  
PRINT LANDLORD NAME

333. \_\_\_\_\_  
^ SIGNATURE OF LANDLORD OR PROPERTY MANAGER (IF AUTHORIZED) MO/DA/YR

334. \_\_\_\_\_  
PRINT LANDLORD NAME

335. \_\_\_\_\_  
PRINT PROPERTY MANAGER NAME

336. \_\_\_\_\_ ADDRESS ADDRESS

337. \_\_\_\_\_ CITY STATE ZIP CODE CITY STATE ZIP CODE

338.  **OFFER REJECTED BY LANDLORD OR PROPERTY MANAGER (IF AUTHORIZED):**  
\_\_\_\_\_  
MONTH DAY YEAR (LANDLORD'S INITIALS)

**For Broker Use Only:**  
Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_  
MO/DA/YR

\_\_\_\_\_  
LANDLORD LANDLORD

<Initials

Initials>

\_\_\_\_\_  
TENANT TENANT