

RENTAL AGREEMENT

Ranch Realty
7353 E. Via Paseo del Sur #470
Scottsdale, AZ 85258
(480) 991-4000 (Office)
(480) 991-6568 (Fax)

Name & Address of Tenant

OWNER _____ through its Agent, Ranch Realty, hereby rents to Tenant, and Tenant hereby rents from Owner the residential unit at: _____

1. **TERM:** The term shall begin _____ and continue through _____, Occupancy not before 4:00 p.m. of commencement day and not later than 9:00 a.m. of first day following termination day. At lease termination, Tenant shall immediately return all keys and vacate the Premises unless Owner and Tenant agree to an extension or renewal of this Agreement. If the Tenant fails to vacate the premises as provided for in this Agreement, the Owner shall be entitled to recover an amount equal to not more than two month's periodic rent or twice the actual damages sustained by the Owner, whichever is greater, as provided for in A.R.S. 33-1375(C). The Tenant shall be obligated to pay rent until keys have been physically returned to the Owner or Property Manager. Tenant shall be responsible for the security of the Premises until all keys and garage door openers have been returned to Owner or otherwise satisfactorily accounted for by Tenant and Owner. Tenant is not authorized to change the locks or add a deadbolt lock. Tenant agrees to pay all costs related to replacing lost or unreturned keys and/or garage door openers.

2. **OCCUPANCY:** The Premises shall be used only for residential purposes by the following named person(s):

A. **Assignment and Occupancy:** Only persons listed above may occupy the Premises or any part thereof without Owner's prior written consent. If Tenant attempts to sublet, transfer, or assign this Agreement and/or allows any persons other than those listed above to occupy the Premises without Owner's prior written consent, such act shall be deemed a material non-compliance by the Tenant of this Agreement and the Owner may terminate this Agreement pursuant to A.R.S. 33-1368. Permission to sublet will be at Owner's sole discretion. The monthly rental rate as shown on this lease has been based on the number of occupants as called for in this Agreement.

B. **Tenant Liability/Renter's Insurance:** Tenant assumes all liability for personal injury, property damage or loss, and insurable risks. Owner strongly recommends that Tenant obtain and keep renter's insurance in full force and effect during the full term of this Agreement.

C. **Rules, Regulations and Applicable Law:** Both Owner and Tenant agree to comply with applicable laws, ordinances, regulations, Covenants, Conditions and Restrictions, and Homeowner's Association rules and regulations concerning the Premises. Tenant agrees to supervise Tenant's family, guests and invitees to insure their compliance with these rules, regulations and laws. Tenant shall be responsible for any actions of Tenant's family, guests and invitees who violate this Agreement or Owner's rules or regulations, pursuant to A.R.S. 33-1368(G). Tenant is responsible for any fines or penalties assessed by any governing body as a result of Tenant's violation of any of these rules, regulations, and laws.

The Tenant has either received a copy of any rules, regulations, and laws concerning the Premises, or has made an independent investigation of the applicability of such rules, regulations, and laws as to the Tenant's use of the Premises. If the state, county, municipal or other governmental bodies adopt new ordinances, rules or other legal provisions affecting this Agreement, the Owner may make immediate amendments to bring this Agreement into compliance with the law. In such event, the Owner agrees to give Tenant written notice that this Agreement has been amended and shall provide a brief description of the amendment and the effective date A.R.S. 33-1342(C).

D. **Access:** The Tenant agrees to make the Premises available to the Owner with at least two (2) calendar day's notice in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or to exhibit the Premises to prospective or actual buyers, mortgagees, tenants, appraisers, workmen or contractors as authorized in A.R.S. 33-1343.

3. **PETS:** (Assistive animals not considered pets.)

___ No pets allowed. Tenant agrees not to keep or permit any pets on the Premises without prior written consent of the Owner. Consent shall be at Owner's sole discretion.

___ Owner hereby grants Tenant permission to keep the following pets on the Premises:

PET CHARGE does not apply against physical damage by pets. If tenants found to be harboring pet(s) (even for period of one day or less) without knowledge and approval of Owner, such act shall be deemed a material noncompliance by the Tenant of this Agreement.

4. **SWIMMING POOL:** These Premises may contain a swimming pool. If these Premises contain a swimming pool, Tenant acknowledges receipt of the Arizona Department of Health Services approved Private Pool Safety Notice as required by A.R.S. 36-1681(E) and A.D.H.S Rules R9-3-101. Tenant's initials are required if Premises contain pool _____.

OWNER AND TENANT EXPRESSLY RELIEVE AND INDEMNIFY BROKERS FROM ANY AND ALL LIABILITY AND RESPONSIBILITY FOR COMPLIANCE WITH ANY APPLICABLE POOL BARRIER LAWS AND REGULATIONS.

_____ Tenant's Initials

_____ Tenant's Initials

HOA: _____

5. MISCELLANEOUS MATTERS: The following shall be the responsibility of the party indicated:

- A. Pool Maintenance: ___ Owner ___ Tenant ___ Association ___ Not Applicable
- B. Pest Control: ___ Owner ___ Tenant ___ Association ___ Not Applicable
- C. Yard Maintenance: ___ Owner ___ Tenant ___ Association ___ Not Applicable

6. RENT: The rental shall be at the rate of \$ _____ Dollars (\$ _____) per month plus applicable taxes hereafter referred to as "rent" and except as may be paid prior hereunder is payable in advance no later than the _____ day of each month. Total rent of \$ _____ per month includes applicable sales tax. If the sales tax changes during the term of this Agreement, Owner may adjust the amount of Rent due to equal the difference caused by the tax change upon thirty (30) calendar days' written notice to Tenant. A.R.S. 33-1314(E). Rent shall be payable in advance without deductions or offsets.

7. UTILITIES: Owner shall pay only the following utilities _____ Tenant agrees to arrange and pay for any and all other utilities. (If Premises is furnished and utilities to remain in Owner's name, Tenant agrees to reimburse, upon receipt, any utility bills that are Tenant's responsibility. Therefore unless Tenant pays invoices as sent by Owner or Owner's Agent for such utility charges within five (5) days of receipt, the service may be subject to late charge and or disconnect by the supplier of same for unpaid charges. Tenant agrees to pay any late or reconnect charge that may result from Tenant's failure to make prompt payment and to hold Owner and Ranch Realty harmless from any claim or damage as the result of loss of service as caused by such nonpayment).

8. PAYMENT: Prior to any possession or occupancy, Tenant shall pay:

First and Last Month's Rental.....	\$ _____	
Diem \$ _____ for Period _____	\$ _____	
Cleaning Charge.....	\$ _____	Non-refundable
Pet Charge.....	\$ _____	Non-refundable
Document Fee.....	\$ 35.00	
Subtotal.....	\$ _____	
Sales Tax on Above.....	\$ _____	
Security Deposit.....	\$ _____	Held by Ranch Realty
Other.....	\$ _____	
Total Initial Payment Required.....	\$ _____	
Less Deposit(s) made on application hereunder.....	\$ _____	
BALANCE (due by cash or cashier's check).....	\$ _____	

- A. A late charge of \$10.00 per day shall be added to all Rent not received by the due date and shall be collectible as additional Rent.
- B. Tenant shall pay a \$35.00 charge for all checks returned from the bank unpaid for any reason, in addition to the late charge provided for above. These additional charges shall be collectible as Rent. If a check has been returned from the bank unpaid for any reason, the Owner reserves the right to demand that all sums due under this Agreement be paid in the form of a cashier's check or money order and to return any personal or company check delivered to Owner and demand a cashier's check or money order in its place.
- C. Rent in the full amount shown and all other accrued charges shall be due and payable no later than 5 p.m. on the due date during the term of this Agreement. Owner is not required to accept a partial payment of Rent or other charges. A.R.S. 33-137(A).

9. SECURITY DEPOSIT: If Tenant is responsible for utility charges, refund of security deposit can be made only after accounting for such charges. Any Security Deposit as set forth above may not be used by Tenant as credit for rent owed. If the premises are surrendered to Owner at the termination or expiration of this Agreement in a clean and undamaged condition acceptable to Owner, Owner shall return the refundable deposits to the Tenant. However, if the Premises are delivered to Owner in an unclean or damaged condition not acceptable to Owner, Owner may, at Owner's option, retain all or a portion of the refundable deposits, and may hold the Tenant liable for any additional charges. Owner/Agent may deposit said security deposit in an interest bearing trust account and Tenant agrees that Agent may retain any interest earned and that no interest on said funds will be paid to Tenant. If deposits are held by Owner, Tenant and Owner agree to hold Broker harmless of all liability regarding said deposits.

10. MAINTENANCE OF THE PREMISES: Tenant has examined the Premises and is satisfied with the physical condition, except as otherwise noted in writing. Upon termination of this Agreement, Tenant promises to surrender the Premises to Owner in the same condition as when the Agreement term commenced, reasonable wear and tear excepted. Tenant shall maintain the Premises in a neat and undamaged condition and, in particular, shall comply with applicable provisions of building codes, maintain the Premises in a clean and safe condition, dispose of all ashes, rubbish, garbage and other waste in a clean and safe manner, 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. If Tenant fails to comply with such requirements, Owner may make necessary repairs and submit bill to Tenant subject to the provisions of A.R.S. 33-1369. Tenant also agrees to replace furnace filters, air conditioning filters, light bulbs and smoke alarm batteries as frequently as conditions require. Owner shall at all times comply with the requirements of applicable building codes, make all repairs necessary to keep the Premises in a fit and habitable condition, keep all of the common areas in a clean and safe condition, and maintain in good and safe working order all existing appliances, plumbing and electrical facilities. Owner agrees to maintain the Premises as provided in A.R.S. 33-1324.

11. ALTERATIONS AND IMPROVEMENTS: Tenant shall not make any alterations or improvements to the Premises in any way without Owner's prior written consent.

_____ Tenant's Initials

_____ Tenant's Initials

12. **INDEMNITY AND RELEASE:** Owner and Tenant agree to indemnify and hold harmless Brokers, Property Managers, and any of their respective agents, representatives or employees from any loss, claim, liability or expense arising from injury to any person or damage to or loss of any property, in any way caused by Owner or Tenant and their guests, invitees, agents, pets or others under their control.

13. **JOINT OBLIGATIONS:** Where this Agreement is signed by more than one person as Tenant, all such persons shall be jointly and severally liable for the payment of the agreed rental and for the performance of all covenants to be kept by Tenant hereunder. Without limiting the obligations imposed by the foregoing, where more than one person is Tenant, rent and other charges shall, when paid by check, be paid in total by a single instrument.

14. **DEFAULT:** The failure by either Tenant or Owner to fully perform this Agreement in any manner shall entitle either party to take all such actions against the defaulting party as shall be provided by law and, except as may be provided by law, neither party shall be deemed to have waived any existing or future right or remedy by taking any such action. All costs, attorney's fees, and other expenses of enforcing this Agreement shall be paid to the prevailing party by the losing party.

15. **ABANDONMENT:** Unless Owner is otherwise notified, Tenant's personal absence from the Premises for ten (10) consecutive days while all or any portion of the rent is unpaid shall be deemed an intentional abandonment of said Premises. In the event of the foregoing, Owner or his agent is authorized by Tenant to place the personal property of the Tenant in storage in the name of the Tenant and Tenant further agrees to pay all moving and storage expenses with regard to such property. If Owner determines that the value of the property left is less than the cost of moving and storage, the Owner may dispose of the property as the Owner sees fit.

16. **SUBORDINATION:** This Agreement shall be subordinate to all present and future ground leases, mortgages, deeds of trust and any other encumbrances consented to by Owner and also to any modifications or extensions thereof. Tenant agrees to execute any subordination agreements or other similar documents presented by Owner within three (3) calendar days of presentation.

17. **AUTHORITY OF AGENT:** In the event that Ranch Realty has been designated as agent for this property, then Ranch Realty has the authority as Agent to represent the Owner under all sections herein except that they have no duty to take affirmative action unless required by law.

18. **LEGALITY:** Nothing in this Agreement, its intent, or its effect upon the parties involved, or third parties, is intended to be, nor shall be in conflict with any law of the State of Arizona or Title VIII of The Civil Rights Act of 1968. Changes or alterations by word or action necessary to meet these requirements shall be Ipso Facto. Remaining terms to be in full force and effect.

19. **NOTICES:** All notices provided for herein shall be in writing and shall be delivered to the Owner or Agent, at the address indicated and to the Tenant at the Premises described herein. Notices shall be sent by certified mail, return receipt requested, or personally delivered.

20. **AMENDMENT:** This agreement represents the entire understanding of Tenant and Owner and may be changed only in writing, signed by each party.

21. **BINDING EFFECT:** This agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of Owner and Tenant.

22. **TIME OF ESSENCE:** Time is of the essence of this Agreement.

23. **LATE OR PARTIAL PAYMENT:** The acceptance by Owner 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.

24. **WAIVERS:** No waiver by Owner of any provisions herein shall be enforceable against Owner unless in writing, signed by Owner, nor 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. Owner's consent to or approval of any act shall not constitute a continuing consent to or approval of any subsequent act by Tenant.

25. **ATTORNEYS' FEES AND COSTS:** If a lawsuit or arbitration proceeding is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to receive reasonable attorney's fees and costs as set by the court or arbitrator.

26. **PERMISSION:** Owner and Tenant grant Brokers permission to advise the public of this Agreement and the price and terms herein.

27. **EQUAL HOUSING OPPORTUNITY:** Properties will be presented in compliance with federal, state, and local fair housing laws and regulations.

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

_____ Tenant's Initials

_____ Tenant's Initials

29. CONSTRUCTION OF LANGUAGE: The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. Words used in the masculine, feminine or neuter shall apply to either gender or the neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context. The use of the term Owner in this Agreement shall include any Property Manager named herein.

30. APPLICATION/CREDIT REPORT(S): This Agreement is conditioned on satisfactory verification and approval by Owner of Tenant's employment, credit, banking references and past rental history prior to possession. Tenant consents to an employment and credit check along with an investigation of prior rental history through Owner or Broker. Tenant shall complete a separate rental and/or credit application containing the necessary 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. The material falsification of any information, including but not limited to information relating to pets, income, employment, criminal records, prior eviction records or current criminal activity, shall entitle Owner to terminate this Agreement pursuant to A.R.S. 33-1368. Upon such termination, Owner may pursue all applicable remedies, including but not limited to, a claim for Rent for the remainder of the term of this Agreement, all other quantifiable damages, court costs and reasonable attorney's fees. The credit history of Tenant with respect to this Agreement may be reported to any credit bureau or reporting agency.

31. ADDITIONAL TERMS: No smoking is permitted in this property.

_____.

32. OWNER-AGENT (PROPERTY MANAGER): The Agent other than Ranch Realty, if any, authorized to act on behalf of the Owner including rent collection, security deposit decisions, purposes of service and notice is: _____
Address: _____ Phone: _____ Owner's name is disclosed on page one of this Rental Agreement.
Communications to Owner may be mailed in care of Owner's Agent if Owner's address is not disclosed herein.

33. ADDENDA: Agency Disclosure Lead Paint Disclosure Pool Safety Other: _____

34. TENANT ACKNOWLEDGMENT: By signing below, Tenant acknowledges that: 1) A free copy of the Arizona Residential Landlord and Tenant Act is available through the Arizona Secretary of State's Office, A.R.S. 33-1322; 2) The Owner shall furnish, upon move-in, a move-in form for specifying any existing damages to the Premises; 3) The Tenant is hereby notified that Tenant is entitled to be present at the move-out inspection, A.R.S. 33-1321(C); 4) Tenant understands and agrees to the terms and conditions of this Agreement, and acknowledges a receipt of a copy of all four (4) pages of the Agreement and any addenda.

The "Premises" is a: single family residence or townhouse/condominium; furnished or unfurnished; was constructed prior to or after December 31, 1977.

If constructed prior to 1978, Tenant hereby acknowledges receipt of disclosure of potential for lead based paint hazard form provided by Realtor. The Tenant is responsible for the full cost of any repair or maintenance if incurred due to the Tenant's negligence. In the event a washer, dryer or refrigerator is left on premises when the lease period exceeds 6 months, they are left for the convenience of the Tenant and any maintenance or repair to it will be the responsibility of the Tenant.

35. TENANT'S AGENT: is _____. In the event Ranch Realty is Agent for both parties, Owner and Tenant acknowledge and consent to such Dual Agency.

Executed this _____ day of _____. This lease is not a receipt for monies received.

ACCEPTED:

TENANT LEASING AGENT-BROKER
(AGENT FOR TENANT)

CO-TENANT OR SPOUSE LISTING AGENT-BROKER
(AGENT FOR OWNER)

OWNER-OWNER'S AGENT RANCH REALTY - H. ROBERT BERG, DESIGNATED BROKER

For Broker Use Only: File No. _____ Manager's Initials _____ Date: _____

Copy to Tenant _____ Copy to Owner _____ Copy to Co-Broker _____