

# The Nordstrom Group, Inc.

2200 E River Rd #103 • Tucson, AZ 85718  
(520) 299-5850

## 1. RESIDENTIAL LEASE: Residency, Financials & Statements

### 1.1 AGENCY DISCLOSURE

Tenants acknowledge the AGENCY RELATIONSHIP of The Nordstrom Group, Inc. is to the Owner of the Property Exclusively and not to the Tenant. The Nordstrom Group, Inc. is hereinafter referred to as Agent.

### 1.2 JOINT RENTAL RESPONSIBILITY

The term "Tenant" as used herein shall be construed to mean named Tenants whenever used in this Agreement and all such parties shall be jointly and severally liable for any and all rental payments due and owing as well as condition of premises.

### 1.3 SEVERABILITY

Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

### 1.4 PARTIES AND OCCUPANTS

Reference to Landlord/Agent shall mean either/or may act individually or separately on the matter. Landlord, <<Owner Name(s)>>, does by this agreement rent to said Tenant, <<Tenants (Financially Responsible)>>, TO HAVE AND TO HOLD same to said Tenant from <<Lease Start Date>> at 12:00 noon through 12:00 noon, to <<Lease End Date>> inclusive.

the premises located at:  
<<Unit Address>>

Including personal property:  
<<Appliances Included>>

### 1.5 RENTAL PAYMENTS, CHARGES AND TERM

In consideration of the leasing of the premises and personal property, if any, as above set forth, said Tenant covenants and agrees to pay Agent the Total Lease amount of <<Total Rent for Lease Term>> payable in monthly installments of <<Monthly Rent>> on the 1st day of each and every month through the Lease Ending Date of <<Lease End Date>>.

IF CHECKED: Multi-Year Payment Details Addendum attached. \*Supersedes section 1.5

Monthly Rent	<<Lease Start Date>>	<<Monthly Rent>>
Prorated Rent	<<Lease Start Date>> - Through the end of the month	<<Prorated Rent>>
Security Deposit Charges		<<Security Deposit Charges>>
*Additional Deposits		<<Total Additional Deposits>>
Administrative Fee		\$150.00
Total Due at Move In		<<Total Charges Due at Move-in>>

\* Additional Deposits:

- Pet Deposit <<Pet Information>>
- Utility Deposit
- Other Deposit
- None

RENT AND ALL PAYMENTS SHALL BE PAYABLE TO:

Tenant agrees to pay rent and all payments through the Tenant Portal at [www.NordstromGroup.com](http://www.NordstromGroup.com) .

OR

- For any payments that are not paid through Agent's website at [www.NordstromGroup.com](http://www.NordstromGroup.com), Tenant will be charged a \$10 processing fee for each payment. If such payments are necessitated, payment is directed to:

<<Company Name>>

<<Company Address>>

- Although other forms of payment including checks, money orders, or cashier's checks will be accepted, the \$10 processing fee will be applied.
- If an electronic payment is dishonored for any reason, electronic payment privileges will be terminated and the \$10 processing fee will be applied to each future payment.
- Cash will NOT be accepted.
- Tenant acknowledges that any checks received may be converted immediately to an ACH payment.

#### MONTHLY RENT CONCESSION

In addition, a consideration of a **\$65.00** monthly rent reduction which is reflected in the monthly rental rate of <<**Monthly Rent**>>, Tenant agrees to change or clean the HVAC filters no less than once per month. Tenant agrees to change filter monthly or more frequently as needed, notwithstanding any claims as to a longer usage filter made by any manufacturer. Tenant further agrees that if the heating/cooling system malfunctions due to dirty filters which were not changed as agreed, Tenant shall pay service call and any repair attributable to the neglect.

#### 1.6 RENTAL TAX:

This property is presently subject to 0% rental tax.

In addition to rent, Tenant shall pay to Landlord all transaction privilege, excise or other taxes imposed upon or measured by the rent provided in this Agreement by any governmental authority having jurisdiction. In the event that amount of such tax is changed after execution of this Agreement by amendment or addition of any statute or ordinance of any governmental authority having jurisdiction, Tenant shall pay the changed amount of such tax resulting there from.

#### 1.7 SECURITY DEPOSIT

Residential Lease Agreement is subject to the receipt of the Security Deposit in the amount of, <<**Security Deposit Charges**>>. Security deposits may be held in Landlord/Agent interest bearing account with a bank or other recognized depository. Any earned interest shall belong to the Agent. Landlord/Agent is not responsible for loss of funds due to failure or bankruptcy of said depository. SECURITY DEPOSITS MAY NOT BE USED AS ADVANCE RENT, but as security for full and faithful performance of all obligations of Tenant under or pertaining to the Agreement. Landlord/Agent shall provide an accounting and any refund due of the security deposit within fourteen (14) business days of Tenant's termination or expiration of this Agreement and return of possession of the premises.

#### 1.8 LATE FEES

- Rents are due on the 1st day of the month and must be paid by a single party in a single check. There is no grace period.
- **Late fees are \$10.00 per day.**
- If rents are not received, Tenant shall receive a "5 day Notice to Pay or Quit" which is the first step in the eviction process.
- Rents received more than 5 days late must be paid in certified funds, along with a **\$50.00 preparation fee and late fees of \$10.00 per day.**
- Rents are payable in full by one party via Agent's website [www.NordstromGroup.com](http://www.NordstromGroup.com), or with a \$10 processing fee by check, money order or cashier's check.
- No two party checks accepted.

## 1.9 BAD CHECKS

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A **fifty dollar (\$50.00)** charge shall be assessed for any check or ACH payment dishonored or otherwise NOT PAID FOR ANY REASON, plus late fees. After receiving one dishonored check, future rent payments must be via certified funds and include the \$10 processing fee. Bad checks are subject to reporting to proper authorities.

## 1.10 POST DATED CHECKS

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Post dated checks are not date honored and shall be deposited upon receipt.

## 1.11 PARTIAL PAYMENTS

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Partial payments are not accepted without prior written agreement. Tender and acceptance by Landlord does not waive Landlord rights here under. Acceptance of the partial payment and/or late charges shall not waive Landlord's rights, including but not limited to the right to collect the total amount due under the lease, including late fees and interest, and the right to bring an action for possession of the leased premises. If payment is accepted after entry of Judgment, unless otherwise preceded herein, Landlord may obtain and have served/executed a Writ of Restitution five calendar days after entry of judgment. Acceptance of the partial payment does not effect a waiver (express or implied) of "Time is of the Essence" provision of the Rental Agreement. Partial payments shall be applied as follows: first, to legal fees and court costs, then to accrued interest on any amounts owed to Landlord, then to late fees, then to amounts owed for damages to the property, then to any other amounts owed by Tenant to Landlord, then to unpaid past due rent and finally to prepaid rent. Upon default by Tenant, Landlord may proceed with legal action to recover past rent, damages, possession of the leased premises or any other relief permissible by law or under the Rental Agreement. If Tenant has been served with a "Notice to Pay or Quit", acceptance by Landlord of partial payment SHALL NOT restart the time running for compliance and, pursuant to A.R.S. 33-1371 (B), no additional notice under A.R.S. 33-109 1368 (B) shall be required. Tenant shall be in breach of this Agreement if any rental installment is not paid when due and Landlord shall be entitled to terminate the Agreement for such nonpayment as provided in this Agreement.

## 1.12 APPLICATION FEE DISCLOSURE

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Prior to the Agent's receipt, a processing fee of \$5.00 was deducted by a third party processing service from each \$50.00 application fee paid online. As a result, Agent's accounting records reflect \$45.00 for each application fee paid online which is the actual amount received by Agent and not the full \$50.00 Tenant paid through the third party administrator. Online credit card and debit card payments for deposits, rent payments, or other amounts are also subject to a third party processing fee.

## 1.13 TENANT FEE DISCLOSURE SUMMARY

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### ADMINISTRATIVE FEES

- \$50 **Application Fee** per adult 18 years of age or older.
- \$150 **Administrative Fee** one-time fee charged at lease origination.
- \$50 **Lease Renewal Documentation Fee.**
- \$10 **Processing Fee** for all payments not made through Agent's website.

### LEASE VIOLATION FEES

- \$10 **Late Fee** per diem after the rental due date. No Grace Period.
- \$50 for each notice of **Lease/Legal Non-Compliance**, HOA Letters, 5-Day Letters.
- \$50 **NSF/Declined Payment Fee**
- \$25 **Bookkeeping Fee** per utility bill not placed in Tenant's name.

### MISCELLANEOUS FEES

- \$200 **Lost Key Fee.**
- \$50 **Missed appointment fee**, for each missed vendor appointment, **plus** any vendor charged fees.
- \$50 **Missed appointment fee** for any missed scheduled inspection.
- \$50 **Special Documentation** of Rental History as may be requested by tenant.

### LEASE BREAK FEES

- **Lease Break Fee** 50% of the monthly lease rate **plus** \$55 per week marketing fee, **plus** remaining responsibilities under the lease until the property is re-rented.

## 1.14 NOTICE TO VACATE / RENEW

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Either party shall submit FORTY-FIVE (45) days written notice of intent to vacate/non-renewal which shall include the specific date and time of departure. If lease is renewed, a new rental rate may be negotiated. **Lease Renewal Documentation Fee of \$50.00** will be charged to Tenant upon each renewal.

**MONTH TO MONTH TENANCY:** If Tenant, without the express written consent of Landlord, remains in possession of the premises or any part thereof after the expiration of the term of this Agreement, or after the termination of this Agreement, such occupancy shall be a tenancy from month-to-month at a rental rate in the amount of current monthly rent identified in this Agreement PLUS \$200 as a month to month fee or as negotiated prior to the Agreement's expiration, plus all other charges payable hereunder and upon all other terms and conditions of this Agreement.

**HOLDOVER:** If Tenant, without Landlord's express written consent, remains in possession or any part thereof after the expiration of the terms of this Agreement, or after any termination of this Agreement, Landlord shall have the right to bring action for possession of premises and thereupon recover from Tenant any damages provided by law.

#### 1.15 NON-ASSIGNMENT

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The Tenant will not to assign this Agreement in whole or in part, nor sublet the leased premises or any portion thereof, without the prior written consent of Landlord nor allow any person other than those listed as Tenant of this Agreement, to occupy the leased premises.

#### 1.16 LITIGATION AND COLLECTION FOR BREACH OF THIS AGREEMENT

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Tenant agrees that he/she has a contractual obligation to pay for all rent on time every month during the tenancy of the term of this Agreement, or in the occurrence that the Lease automatically, or by Agreement enters a month-to-month obligation, or a renewal of this Agreement occurs. Tenant also understands and agrees that if he/she fails to pay rent as agreed, damages the premises or personal property, or otherwise materially breaches this Agreement, a suit may be filed against him/her to evict Tenant from the property and or seek damages from Tenant as to all damages incurred arising from or relating to the breach of this Agreement. Tenant further understands and agrees that if judgment is obtained against Tenant for any and all damages incurred or arising from Tenant's breach of this Agreement, that Landlord and Tenant agree that such judgment shall accrue interest at the contracted interest rate of (TEN PERCENT) 10% per annum on all outstanding balances due from Tenant. Tenant further understands and agrees that if Landlord assigns and or retains a collection agency, or law firm, for any balance due by Tenant to Landlord, Tenant shall agree to pay a collection fee of up to 45% of the total balance owed. Tenant further understands and agrees that the collection fee shall be added to any judgment obtained against him/her. Landlord and Tenant further agree that should suit be filed based upon a breach of this Agreement, or pursuant to applicable law, that the prevailing party to the lawsuit, in addition to all other remedies provided by law, shall be entitled to its reasonable attorneys' fees, or in the event of a failure by either a party to appear and defend of attorneys' fees of not less than \$125.00, and all taxable costs incurred therein.

#### 1.17 VENUE

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Landlord and Tenant further agree that should any dispute arise under or related to any matter which is the subject of this Agreement, such dispute shall be subject to the exclusive jurisdiction of the courts of Pima County Arizona.

#### 1.18 OWNER DEFAULT

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If Landlord's mortgage company shall declare default against Landlord, Landlord shall use best efforts to remove the default. If Landlord is unable to do so within any time period permitted for cure, then this Agreement shall immediately terminate, subject to existing laws.

#### 1.19 LEAD WARNING STATEMENT

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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, Landlords must disclose the presence of known lead based paint and or lead based paint hazards in the dwelling. Tenant must receive a federally approved pamphlet on lead poisoning and also receive and sign the Lessor Disclosure of Information on Lead Based Paint & Lead Based Hazards.

- Tenant acknowledges receipt of Lessor disclosure of information on lead paint and lead paint based hazards.
- The property was built subsequent to 1978 therefore the disclosure is not required.

#### 1.20 ATTENTION

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**A.** In the event that there is any conflict between the provisions of this Agreement and any applicable valid law, the latter shall apply. Arizona Residential Landlord and Tenant Act is available on the Arizona Department of Housing website <http://www.azhousing.gov>.

**B.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors and assigns of the respective parties hereto, provided that any assignment by Tenant shall be subject to the provisions herein.

**C.** Time is of the essence in this Agreement including each and every condition and provision hereof.

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
Initial Here

## 2. RESIDENTIAL LEASE: Policies and Procedures

### 2.1 CRIME FREE OCCUPANCY

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Tenant, any other member of Tenant's household, guests, or other person under Tenant's care and/or control, shall not engage in criminal activity, including drug-related criminal activity, on or near said premises. "Drug related activity" means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use a controlled substance.

A. Tenant, any other member of Tenant's household, guests, or other person under Tenant's care and/or control, shall not engage in any act intended to facilitate criminal activity, including drug related activity, on or near said premises.

B. Tenant, any other member of Tenant's household, guests, or other person under Tenant's care and/or control, shall 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 not.

C. Tenant, any other member of Tenant's household, guests, or other person under Tenant's care and/or control, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance at any location, whether on or near the dwelling unit, premises or otherwise.

D. Tenant, any other member of Tenant's household, guests, or other person under Tenant's care and/or control, shall not engage in any illegal activity, threatening or intimidating, battery, including but not limited to the unlawful discharge of firearms on or near the dwelling unit premises, or any breach of the Agreement that jeopardizes the health, safety and welfare of the Landlord, neighbors or involving imminent or actual serious property damage.

E. Violation of the above provisions shall be a material and irreparable violation of the lease and good cause for termination of tenancy. A single violation of any provision of the Crime Free Occupancy shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

### 2.2 NOTICE TO TENANT

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Notice to Tenant shall be by hand delivery or certified mail, return receipt requested, and may be to anyone named as a Tenant herein, addressed to the leased premises. Notice to Landlord shall be sent in the same manner and addressed to:

<<Company Name>>  
<<Company Address>>

### 2.3 PETS

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Tenant agrees that no one shall bring, keep or maintain any pets on the premises, without Landlord's written consent. For good cause, such permission may be revoked at Landlord's option with FIVE (5) days notice in writing. The Landlord has approved the following pets:<<Pet Information>>

### 2.4 WAIVER

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One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of any subsequent breach of the same or other covenant or condition.

### 2.5 DEFAULT

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In the event of a breach of this Agreement by Tenant, Landlord, in addition to all other remedies permitted by law, shall be entitled to the following remedies:

A. If Tenant does not pay any rental installment when due and fails to pay such delinquent rental installment within FIVE (5) days after written notice by Landlord of nonpayment and Landlord's intention to terminate this Agreement, Landlord may upon expiration of said FIVE (5) day period forthwith terminate this Agreement. Reinstatement of the Agreement after FIVE (5) days written notice period is conditioned upon payment of all unpaid rent plus any court and attorney's fees, and late fees awarded to Landlord.

B. Landlord may terminate this Agreement upon FIVE (5) days written notice if there is a noncompliance by Tenant of duties and obligations set forth above which materially affect health or safety that is not remedied within FIVE (5) days after such notice.

C. Landlord may terminate this Agreement upon TEN (10) days written notice for any material noncompliance of Tenant with this Agreement, if such noncompliance is not remedied in TEN (10) days.

D. Landlord may terminate this Agreement immediately, as law provides, if Tenant threatens or acts in a manner which is dangerous to any other person while located upon the premises.

E. If Tenant abandons the premises, Landlord shall make a reasonable effort to re-rent it, and this Agreement shall terminate as of the date of re-renting. Abandonment of the premises shall not be a surrender by Tenant to Landlord or an eviction of the Tenant, unless specifically designated by said Landlord by written Agreement with Tenant. If Tenant abandons or vacates the premises, Landlord may at his option terminate this lease, re-enter the premises and remove all property left on the premises when Tenant vacated or abandoned the premises, and which is not re-claimed by Tenant. Property held for TEN (10) days may be deemed abandoned and retained by the Landlord, sold by Landlord for his account or to be otherwise disposed of at the TENANT'S EXPENSE. Landlord shall be entitled to recover commercially reasonable storage costs as a result of Tenant's abandonment and may deduct such costs from Tenant's Security Deposit.

F. Lease Break:

- If Tenant's circumstances necessitate an earlier termination of this agreement than its term, Agent agrees to use diligent efforts to re-rent the premises to mitigate Tenant's financial losses.
- Tenant understands that it is the responsibility to pay the remaining balance of the rent for the lease term and maintain all utilities and care of the premises until the property is re-rented.
- In addition, Tenant shall **pay a lease cancellation fee equal to one half of one month's rent, pay the costs of erecting a For Rent sign, and pay for marketing fees of \$55 per week** until the property is re-rented.
- The cancellation fee and one month's marketing costs shall be paid to Agent at the time of Tenant's notice to vacate.
- To assist in the mitigation of Tenant's possible losses, Tenant agrees to maintain property in pristine condition and fully cooperate with all efforts to show the premises to prospects.

G. In the event the premises are not returned by Tenant in the same or better condition as when the residency commenced, ordinary wear and tear excepted, Landlord shall be entitled to apply any prepaid rent and Security Deposit toward the cost of restoration of such damages to the leased premises. Tenant is responsible for costs of restoration that exceed Tenant funds held by Landlord.

## 2.6 TERMINATION UPON DAMAGE OR DESTRUCTION

In the event that the leased premises are rendered untenable in whole or in part by reason of fire or other casualty, Landlord shall have the right to terminate this Agreement by giving Tenant written notice of termination within TEN (10) days after such fire or other casualty in which this Agreement shall be deemed terminated as of the date of such fire or other casualty. Any prepaid rent accruing after the date of such termination and any Security Deposit which was not applied by Landlord to any accrued rent or damages caused to Tenant by any breach of this Agreement shall be forthwith refunded to Tenant upon Landlord giving such written notice.

## 2.7 SALE/RENTAL OF PROPERTY

Landlord has the right to market the property for sale or rent, including but not limited to, erection of signs and showing of the property. Tenant agrees that Landlord may show the property to prospective tenants or purchasers with a courtesy telephone call from Landlord to Tenant during the last 45 days of this Agreement.

By initialing below, you acknowledge and agree to the terms in Section 2.

X \_\_\_\_\_  
Initial Here

# 3. RESIDENTIAL LEASE: Responsibilities and Returning Possession

## 3.1 TENANT RESPONSIBILITIES

**SMOKING:** Tenant agrees that no one shall smoke on the premises even if disclosed on the Application and Offer to Rent. When Tenant vacates, the property shall be cleaned and restored, at Tenant's expense, to such a condition that shall eliminate any evidence of smoke and its allergens. This may include, but not be limited to, carpet cleaning and/or replacement, ozone treatments, thermal fogs, painting all walls, ceilings, air duct cleaning, cleaning or replacing upholstery or fabric, if smoke damage has been so heavy that regular cleaning shall not remove odor and damage.

**PEST CONTROL:** Tenant is responsible for pest control on premises except for termites and beehives.

**NON-COMPLIANCE:** Notices of Noncompliance with any aspect of this agreement will be delivered to Tenant by postal service or personally with a witness, as provided by law and as is appropriate to the nature of the noncompliance. Tenant agrees to pay **\$50.00 for each Noncompliance Notice** required to enforce the terms of this agreement.

**A. CC&R Compliance:** Tenant shall obey and comply with all Covenants, Conditions and Restrictions (CC&R's) that govern the subdivision in which they reside. Said CC&R's are public record which serves as constructive notice of their contents to Tenant. Tenant shall comply with all statutes and ordinances of all governmental authorities having jurisdiction which are applicable to the premises. While not all-inclusive, some typical violations, which may be subject to fine, are parking on the street or undesignated areas; leaving the garage door open; failure to bring in the trash can or recycle bin on pick-up days; and weeds. Tenant accepts responsibility for obtaining a copy of the CC&R's and agrees to pay any fines that are assessed to Landlord as a result of Tenant's violations. CC&Rs may be obtained from the Homeowner's Association, Pima County Recorder's Office or any title company.

**B.** Tenant shall not disturb, annoy, endanger or inconvenience other residents or neighbors, use the premises for immoral purposes, violate any ordinance or harass Landlord, other tenants, neighbors or guests or interfere with the proper use and enjoyment of his neighbors. Tenant agrees to conduct himself and others in his charge, including pets, in a manner so not to disturb his neighbors deface, damage, impair or otherwise destroy any part of the premises.

**C.** 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 garbage and other waste in a clean and safe manner, keep and use all plumbing, electrical, sanitary, heating, ventilating and air conditioning facilities, elevators, other facilities and appliances in a clean and reasonable manner. Tenant shall not store chemicals or flammable objects near any electrical or gas components. If Tenant does not comply with such requirements, Landlord may make necessary repairs and submit bill to Tenant subject to provision of A.R.S. §33-1369.

**D.** Tenant shall not decorate or alter the leased premises, erect clotheslines, install satellite dishes, cable wires, paint, attach heavy objects to walls or make any changes or additions to interior or exterior of premises without Landlord's prior written approval.

**E.** Tenant agrees not to use any abrasives on surfaces that may scratch or mar. Tenant agrees to use appropriate cleaning products and methods for cleaning all components on the premises. Any damage resulting from such abrasives or inappropriate products shall be repaired and/or replaced at Tenant's expense.

**F.** Tenant agrees to use a squeegee and/or wipe dry the bath/shower doors and surrounds after showers. Tenant further agrees to regularly clean and/or remove hard water mineral build-up on all water areas, including toilets, sinks, plumbing fixtures, counter tops, mirrors and glass using appropriate cleaning products and methods. Fine drywall screen works well for this and is inexpensive.

**G.** Tenant shall not use "leave-in" bluing or cleaning agents in the toilet tank. An overflow could stain and/or cause irreparable damage to surrounding floors and baseboards. Such cleaning agents may damage plumbing components.

**H.** Tenant shall check weekly for plumbing leaks under kitchen and bathrooms sinks by inspecting for moisture on cabinet floor and wall.

**I.** Tenant agrees to professionally shampoo/steam clean carpets as needed during their tenancy using a truck mounted system to limit heavy staining and traffic patterns. Stain and odor treatment should be applied as recommended or anytime pets are present. Other types of rented or personally owned rug shampoos tend to vary greatly in cleaning effectiveness, deposit too much soap into the carpet, and take longer to dry.

**J.** Tenant agrees to replace burned out light bulbs at Tenant's expense no matter how high the ceilings are.

**K.** Tenant agrees not to over-stuff the garbage disposal. The garbage disposal is not a trash can. Repair bills resulting from abuse or neglect shall be Tenant's responsibility.

**L.** Tenant agrees to clean cabinets and wood work periodically, using only products that are compatible with the finish on the cabinet.

**M.** Any broken windows or glass shall be paid for by Tenant.

**N.** Landlord is not responsible for Tenant's loss or damage of personal property due to appliance, mechanical or structural failures or acts of nature and wildlife.

**O.** Tenant is responsible for plumbing stoppages unless caused by tree roots or component failure. Tenant further agrees not to flush wipes of any kind, paper towels, dental floss, feminine hygiene products or anything other than reasonable toilet paper and human waste.

**P.** Tenant may have air ducts cleaned at his expense.

**Q.** Tenant agrees to replace A/C and furnace filter(s) monthly, or more frequently if needed, notwithstanding manufacturers' claims of longer lasting filters. Tenant agrees to pay for the service call of any heating and air conditioning bills that result from Tenant's failure to change the filter. Dirty filters may freeze a HVAC system, make the system work harder and more expensively, soil the coils and compromises the quality of the air.

**R.** Tenant may request to be present during move-out inspection. Tenant agrees that until keys have been surrendered, they shall be charged rent on a per diem basis. Prior to Tenant vacating the home, Tenant may instruct Landlord to coordinate any services that may be needed to return the home to its move-in condition and to deduct the charges from Tenant's security deposit. When possession of the premises has been surrendered, Tenant's vendor or Tenant shall not be permitted access to the premises to correct unsatisfactory items. Any conditions

or damages not reported on the Move-In Inspection Form may be charged against Tenant's security deposit. Tenant shall be liable for any damage above and beyond the amount which may be satisfied by the Security Deposit.

S. Tenant shall not store paint, chemicals or flammable objects around any electrical or gas components such as water heaters and HVAC units.

T. If grounds and landscape are part of the leased premises, Tenant shall irrigate and maintain surrounding grounds, keep shrubs and ground-cover trimmed back to prevent encroaching on walkways, including lawns and shrubbery, keep same clear of rubbish, debris and weeds including front, rear and side yards. Tenant shall not cut or prune any trees without Landlord's written permission. Call Landlord when the trees touch any part of the structure or branches hang low over sidewalks and walkways. Tenant agrees to check vegetation frequently to ensure that plantings are receiving sufficient water and care. If irrigation is not functioning correctly, Tenant agrees to hand-water vegetation until the irrigation is repaired. Tenant agrees to report to Landlord any distressed vegetation immediately.

U. Tenant agrees to remove pet feces from premises daily in a manner that is not odorous or a health hazard. Tenant shall not dump the feces over any fencing or outlying grounds on or around the premises.

V. Tenant shall not repair vehicles on premises. Tenant further agrees to remove oil leaks and stains from driveway, garage, and carport upon occurrence. Drip pans are recommended for use under vehicles parked in the garage.

W. Trash and recycle bins are to be stored out of sight and may only be brought out to the curb on pick up days. Return cans and bins to storage area on the same day of trash removal.

X. Tenant agrees to advise Landlord immediately when the property requires repair and/or maintenance. Tenant further agrees to notify Landlord if a repair is incomplete or has not been corrected in a timely manner. If any service call is necessary to correct a problem which has been caused by Tenant neglect or abuse, Tenant shall be responsible for the cost to repair. While not all inclusive, common examples are plumbing and garbage disposal stoppages, resetting breakers and ground fault interrupters (GFI switches usually located in kitchens, baths, garages and patios), lighting pilot lights. Tenant may call and pay a contractor to perform these simple tasks. If Tenant calls for service and has agreed to an appointment which is missed by Tenant, **the service call billing PLUS a \$50.00 handling fee shall be paid by Tenant.**

Y. If materials and/or labor requests have been pre-approved by Landlord in writing, Tenant shall be reimbursed for these expenses. Tenant must send receipts to the Landlord for reimbursement. For bookkeeping purposes, these items are not permitted to be deducted from the rent.

Z. Tenant agrees to notify Landlord of any change of any information that appears on the Application and Offer to Rent, including phone, email, and employment changes.

The following shall be the responsibility of the party indicated:

	Other Services			
Pool Maintenance	<input type="checkbox"/> Landlord <input type="checkbox"/> Chemicals only (if checked)	<input type="checkbox"/> Tenant <input type="checkbox"/> Chemicals only (if checked)	<input type="checkbox"/> Association	<input type="checkbox"/> Not Applicable
Yard Maintenance	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	<input type="checkbox"/> Association	<input type="checkbox"/> Not Applicable
Water filter(s)	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	<input type="checkbox"/> Association	<input type="checkbox"/> Not Applicable
Water Softener	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	<input type="checkbox"/> Association	<input type="checkbox"/> Not Applicable
Septic Tank	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	<input type="checkbox"/> Association	<input type="checkbox"/> Not Applicable
Propane Tank(s)	<input type="checkbox"/> Landlord	<input type="checkbox"/> Tenant	<input type="checkbox"/> Association	<input type="checkbox"/> Not Applicable

**WEEKEND AND AFTER HOUR EMERGENCIES:**

Call: <<Company Phone Number>> (listen carefully to any recorded instruction)

**3.2 KEYS AND LOCKS**

Landlord agrees to provide to tenant 2 sets of house keys, 2 garage door openers (when applicable), 2 gate openers (when applicable) and pool keys (when applicable) upon possession. Tenant is responsible for obtaining mail keys from the post office at their expense. Tenant shall be responsible for the security of the premises until all keys and garage door openers have been returned to Landlord. Tenant is not authorized to change the locks or add deadbolt locks without Landlord's prior written permission. Tenant agrees to pay the cost of replacing any of these keys or openers which are not returned upon Tenant's move-out. In the event Tenant loses keys to the premises or gets locked out and requests duplicate keys on the week-end or after business hours, Tenant agrees to pay a **\$200 Lost Key Fee** and provide photo identification. Delivery of keys is subject to Landlord availability. A locksmith may be less expensive.



### 3.3 UTILITIES & SERVICES

Unless checked below, Landlord agrees to pay none of the services or utilities listed herein.

**IF CHECKED** Landlord agrees to pay the following utilities & services:

<<Utilities Included>>

Tenant agrees to pay the cost of and all charges for connection and service to all utilities. Landlord shall not be liable to furnish utilities or services occasioned by strikes, breakage of equipment, failure of source of supply, acts of God, or by another cause beyond the control of said Landlord. **TENANT FULLY UNDERSTANDS IT IS THEIR RESPONSIBILITY TO CONTRACT FOR UTILITY SERVICES. IN THE EVENT TENANT DOES NOT HAVE THE SERVICES TRANSFERRED, LANDLORD MAY DISCONNECT SERVICES WITHOUT NOTICE TO TENANT.** Tenant also agrees that they shall pay a **\$25.00 bookkeeping fee for EACH utility bill, not transferred**, for which Landlord must bill Tenant. Tenant agrees to pay all charges incurred by Premises from the commencement date of this Agreement through its termination date.

### 3.4 UTILITY PROVIDERS

#### WATER AND SANITATION PROVIDERS

<input type="checkbox"/>	Tucson Water	(520) 791-3242	<input type="checkbox"/>	City Of Tucson	(520) 791-3171
<input type="checkbox"/>	Marana Water	(520) 382-2570	<input type="checkbox"/>	Pima County Sewer	(520) 740-6609
<input type="checkbox"/>	Metropolitan Water	(520) 575-8100	<input type="checkbox"/>	Reliable Environmental	(520) 861-6940
<input type="checkbox"/>	Oro Valley Water	(520) 229-5000	<input type="checkbox"/>	Republic Services/Saguaro	(520) 745-8820
<input type="checkbox"/>	Vail Water	(520) 647-3679	<input type="checkbox"/>	Waste Management	(520) 744-2600
<input type="checkbox"/>	Lago Del Oro Water	(520) 825-3423	<input type="checkbox"/>	AZ Sanitation	(520) 867-6080
<input type="checkbox"/>	Other		<input type="checkbox"/>	Titan Recycle & Trash	(520)382-1009

#### ELECTRIC AND GAS PROVIDERS

<input type="checkbox"/>	Tucson Electric Power	(520) 623-7711	<input type="checkbox"/>	Southwest Gas	(877) 860-6020
<input type="checkbox"/>	Trico Electric Power	(520) 744-2944			

#### SCHOOL DISTRICTS

<input type="checkbox"/>	Amphitheater	(520) 696-5000
<input type="checkbox"/>	Catalina Foothills	(520) 299-6446
<input type="checkbox"/>	Flowing Wells	(520) 690-2200
<input type="checkbox"/>	Marana	(520) 682-3243
<input type="checkbox"/>	Sunnyside	(520) 741-2500
<input type="checkbox"/>	Tucson Unified	(520) 225-6000
<input type="checkbox"/>	Tanque Verde	(520) 749-5751
<input type="checkbox"/>	Vail	(520) 879-2000

#### UNITED STATES POST OFFICE

<input type="checkbox"/>	US Post Office	(800) 275-8777
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### 3.5 RENTERS INSURANCE

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Tenant shall obtain and maintain throughout the term of this Agreement, and any extension of its term, a RENTER'S LIABILITY INSURANCE POLICY that names the Landlord and Agent as additionally interested parties. Personal liability insurance coverage shall be a minimum of \$300,000 (\$1,000,000 for premises with swimming pools, spas, or large water features). Failure to provide Landlord with a copy of this insurance policy does not negate Tenant's responsibility to have purchased a liability policy from an Arizona rated insurance company. Said policy shall contain a provision, also, that it shall not be canceled, except with 15 days written notice to Landlord.

### 3.6 ACCESS

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**A.** Landlord reserves the right to enter the leased premises at reasonable times to inspect, make necessary repairs, supply services or show it to prospective residents, purchasers, mortgagees, workers or contractors. Whenever practicable, TWO (2) days notice of Landlord's intent to enter shall be given to Tenant. An emergency allows for immediate entry. **Tenant agrees to pay \$50 for any missed appointments.**

**B.** If Tenant notifies the Landlord of a service request or a request for maintenance as prescribed in section 33-1341, paragraph 8 of the Arizona Revised Statutes, the notice from Tenant constitutes permission from the Tenant for the Landlord to enter the dwelling pursuant to Arizona Revised Statutes section 33-1341 subsection D for the sole purpose of acting on the service or maintenance request and the Tenant waives receipt of any separate or additional access notice that may be required pursuant to Arizona Revised Statutes section 33-1341 subsection D.

### 3.7 RETURNING POSSESSION

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Tenant agrees that upon the termination or expiration of this Agreement and the return of possession of the leased premises and personal property to Landlord, the following items are Tenant's duties and are required to be completed at Tenant's expense unless mutually documented on Move-In Inspection Form as pre-existing conditions:

**A. LIGHT FIXTURES, CEILING FANS, OUTLETS AND SWITCHES** shall be cleaned and free of dust, insects, staining, and grease. Burnt out light bulbs, non-working batteries shall be replaced. Outlets and switch plates shall be firmly attached to walls, have their covers and be clean, free of dust, staining and grease.

**B. WALLS, BASEBOARDS, DOORS AND LEDGES** shall be clean and free of dust, stains, grease and markings and damages of any kind. Nail holes shall be filled. Apply the tiniest bit of filler to the hole and immediately wipe any excesses from the edges of the hole. Apply paint with a tiny artist's brush, just enough to cover the hole. A large smear of filler over a tiny hole may make it more difficult to camouflage the retouched paint to the nail hole. Tenant agrees to paint entire walls in precisely matching paint, wherever walls cannot be washed to remove dust, stains, grease or marking. Mr. Clean Eraser and similar types of wall cleaners are often effective for cleaning white walls. Test an area for effectiveness before proceeding. All painting tasks must match in color and sheen, including retouching. It cannot be assumed that any paint found on the premises matches walls. Test a discreet area first and allow drying before proceeding.

**C. WINDOWS, DOORS, WINDOW AND DOOR TRACKS, WINDOW FRAMES, SILLS, WINDOW COVERINGS, SCREENS, MINI-BLINDS AND SHUTTERS** shall be clean and free of dust, stains, grease, pet hair, insects, inside and outside.

**D. CABINETS, DRAWERS, SHELVES AND CLOSETS** shall be cleaned and free of dust, crumbs, food or chemical residue and grease inside and out. Wooden cabinets shall be cleaned and polished with products appropriate for the finish.

**E. APPLIANCES:** All appliances shall be undamaged, clean and free of dust, stains, food residue, and grease.

**F. KITCHEN:** Sinks and faucets shall be clean and free of stains, scratches, and hard water calcification. Pantries, counter tops and floors shall be clean and free of food, dust, grease, stains and damage. Tile grout shall be clean and free of stains.

**G. BATHS:** Sinks, soap dishes, tubs, showers, shower doors, floors, toilets, toilet seats, bidets and urinals, medicine cabinets, counter-tops shall be free of dust, stains, grease, soap and cosmetic residue, and bodily waste. Faucets, glass doors and windows, bath and tub surrounds, and all water areas shall be free of hard water calcification, soap scum and scratches. Tile grout shall be clean and free of stains and residue of any kind.

**H. EXHAUST FANS, CEILING FANS, HVAC VENTS AND FILTER** shall be clean and free of dust, grease, insects and soiling of any kind. HVAC Filters shall be clean and newly replaced before surrender of premises.

**I. CARPETS AND FLOOR COVERINGS:** Carpets shall be cleaned by a truck mounted system and treated for any stains that are present. Other types of rented or personally owned rug shampoos tend to deposit too much soap into the carpet which is difficult to remove and does not adequately clean. If Tenant had pets, a deodorizing and sanitation treatment must be included with the carpet cleaning. Tile and grout must be thoroughly cleaned and free of dust, stains, grease and soiling of any kind. A copy of the receipt shall be provided to Landlord. Notwithstanding Tenant's receipt for professional carpet cleaning, Landlord may clean the carpets and charge the expense to Tenant's security deposit if any stains, traffic patterns or other indications of inadequate cleaning exist.

**J. ODORS:** Premises shall be clean and free of any odors such as pet, urine, feces and smoke. When Tenant vacates, the property shall be cleaned and restored, at Tenant's expense, to such a condition that shall eliminate any evidence of smoke, pets and their allergens. This may include, but not be limited to, carpet cleaning and/or replacement, applying ozone treatments, thermal fogs, painting all walls and ceilings,

air duct cleaning, cleaning or replacing upholstery or fabric, if smoke/pet damage has been so heavy that regular cleaning shall not remove odor and damage.

**K. GARAGE, CARPORTS, DRIVEWAYS, PORCHES, PATIOS AND ENTRANCE:** Surfaces, walls, and ceilings shall be clean and free of dust, insects, grease, stains and damages.

**L. LANDSCAPE:** Yards shall be weed and debris free, grass freshly cut, plants thriving, shrubberies trimmed from walkways and planting boundaries. Plant droppings, pet waste and tenant's personal property shall be removed from under bushes and grounds. Landscape lights shall be undamaged and in working condition. No bald areas shall exist in grass and/or crushed rock areas.

**M. POOL/SPA:** Pool, spa, skimmer baskets and pool area shall be clean and free of debris and algae.

**N. DAMAGED ITEMS ON PREMISES:** Tenant agrees to replace and/or pay for repair of damaged items on premises including but not limited to carpet, drapes, appliances, glass and/or cultured or natural stone surfaces, mirrors, fixtures, trim, windows, gate keys, garage door openers, locks or keys.

**O. TENANT'S PROPERTY:** Tenant shall remove his/her personal property prior to returning possession of leased premises and personal property to the Landlord.

**P. TRASH CANS:** Trash cans shall be emptied and no trash of any kind left behind. If trash cans are unduly soiled for any reason, such as having been used as a pet waste container or chemical waste or wet garbage, trash cans must be replaced by Tenant. At Tenant's expense, Tenant may call trash company for a special, final pick-up and replacement of can, if needed. Tenant agrees that if any of the preceding items are not completed, Landlord may charge against the security deposit the amount Landlord is charged by cleaning and or repair professionals due to Tenant's failure to adhere to the items outlined above.

**Q. Special Documentation Requests:** Tenant agrees to pay a \$50 documentation fee in advance of any requested rental history documentation by others for the purpose of obtaining financial credit, tax credit, or other benefits.

By initialing below, you acknowledge and agree to the terms in Section 3.

X \_\_\_\_\_  
Initial Here

## 4. Additional Lease Information

### 4.1 MOVE-IN INSPECTION FORM

Move-in Inspection Form shall be completed by Tenant and returned to Landlord within 3 days of the commencement of this Agreement. Tenant will carefully inspect the leased premises and personal property and note pre-existing conditions, if any, on the Move-In Inspection Form. Failure to return the Move-In Inspection Form within 3 days constitutes a waiver by Tenant to later claim that the leased premises and personal property were not clean, rentable, and in undamaged condition at the commencement of this Agreement

### 4.2 ADDITIONAL LEASE INFORMATION

<<Additional Lease Information>>

By initialing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_  
Initial Here

## 5. RESIDENTIAL LEASE: Sign and Accept

### 5.1 INCORPORATION

This Agreement represents the entirety of the agreement between the parties and contains all representations made by Agent and/or Broker. Any additions or deletions or any subsequent modifications have been incorporated herein and by reference thereof, shall not be valid unless in writing and signed by all parties. Tenant has read this entire agreement and acknowledges that all blank lines have been addressed and that Tenant has received a copy of this agreement.

## 5.2 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda.

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed