

SCANNED

RESIDENTIAL LEASE-RENTAL AGREEMENT AND DEPOSIT RECEIPT

DATE 6/6/2016

101 E. 1st Ave. #105, Mesa, AZ 85210

(480) 969-1818 FAX: (480) 464-0851

www.bennett2rentit.com

The following is a Residential Lease Agreement (binding contract) between Debra Martinez, hereinafter referred to as Tenant, and Carol AZ LLC, hereinafter referred to as Landlord. Bennett Property Management is acting as Agent for Landlord and is authorized to manage the Premises and act on behalf of Landlord pursuant to separate written agreement. Receipt from Tenant the sum of \$450.00 evidenced by MONEY ORDER/CASHIER'S CHECK, which upon acceptance of this rental agreement (monthly rent of \$495.00 plus tax), Landlord shall apply as follows:

	RECEIVED	DUE	DATE
Security Deposit (not applicable toward last month's rent)	\$300.00	\$0.00	6/10/16
Administrative fee paid direct to BPM (nonrefundable)	\$150.00	\$0.00	6/10/16
Application fee paid direct to BPM (nonrefundable)	\$0.00	\$0.00	
<i>Non - Taxable Subtotal</i>	\$450.00 450.00 DM	\$0.00	
Pro-rated from Rent 6/24/16 to 6/30/16 (7 days = \$115.50)	\$0.00	\$115.50	6/24/16
Full Month's Rent from 7/1/16 to 7/31/16	\$0.00	\$495.00	6/24/16
Pet Fee (non-refundable, not a damage deposit, does not apply to assistive animals)	\$0.00	\$0.00	
Other (Utility Payment etc)	\$0.00	\$25.00	
Move-In Concession	\$0.00	\$0.00	
<i>Taxable Subtotal</i>	\$0.00	\$635.50	
City Transaction Tax 2.30%	\$0.00	\$14.62	
Non-Taxable Subtotal	\$450.00	\$0.00	
Taxable Subtotal	\$0.00	\$635.50	
City Sales Tax	\$0.00	\$14.62	
GRAND TOTAL	\$450.00	\$650.12	

Tenant hereby agrees to rent from Landlord the Premises described as 811 E Carol Ave 2 in the City of Phoenix, (incorporated), Zip 85020, County of Maricopa, State of Arizona, and consisting of a 1 bedroom 1 bathroom with:
☒ Oven/Stove, ☒ Refrigerator, ☒ Washer, ☒ Dryer, ☒ Dishwasher, ☐ Microwave, and window coverings,
upon the following terms and conditions:

1. **TERM:** The term hereof shall commence on 6/24/16 at 10am and continue until 6/30/17 at 3pm, for a total rent of \$ 6,055.50 plus tax (subject to change), and both parties agree to continue on a month-to-month basis (all other terms and conditions remain in effect) thereafter until either party terminates the same by a thirty (30) day written notice. Notice must be delivered in writing on or before the rental due date, and is effective from the rental due date, pursuant to ARS 33-1375(B).
2. **RENT:** Bennett Property Management's preferred method of rental payment is via our online payment portal. Rent shall be \$495.00 per month and is payable in advance, upon the first day of each calendar month to Landlord. City Transaction Tax (subject to change) of \$11.39 shall be paid in addition to rent (total monthly payment is \$506.39). Rent can be paid online, by check, cashier's check or money order (no cash), to the management office. Partial payments will not be accepted without prior written authorization. Post-dated checks and two party checks are not accepted. If paying by personal check, only one check for payment in full from each property will be accepted. If rent is not received in the offices of Bennett Property Management on or before the fourth day of the month by 5:30 p.m. (close of business -

including weekends and holidays), Tenant agrees to pay a late charge of \$50.00 on the 5th and \$10.00 per day thereafter until paid in full. **AFTER THE 4th OF THE MONTH, ONLY CASHIER'S CHECKS OR MONEY ORDERS WILL BE ACCEPTED.** Any fees or fines due from Tenant will be considered additional rent and late fees will continue to accrue until balance is paid in full. Payment is deemed complete only upon physical acceptance by Bennett Property Management. Landlord has sole discretion on how any monthly payments are collected and applied, such as past due amounts, property damages, fines, et cetera. If tenant chooses to utilize the postal system, any other delivery system, a drop box or any means other than personal delivery of payment to a Bennett Property Management employee, Tenant assumes the risk that payment may become lost, stolen or not received. Tenant further agrees to pay a \$ 25.00 fee for each dishonored or returned payment, including but not limited to, NSF checks, stopped payments, incomplete or unsigned checks, returned or rejected online payments, or items returned for any other reason, plus appropriate late charges from the due date until guaranteed funds are received. Returned payments will not be re-deposited. If Tenant has payments returned two (2) times Landlord will no longer accept personal (non-certified) checks or online payments from Tenant. Landlord reserves the right to demand that Tenant pay all future rents with guaranteed funds after the first returned check. **The late charge period is not a grace period,** and Landlord is entitled to make written demand for any rent unpaid on the second day of the rental period and Tenant is responsible for the cost of delivery of any notice. When Tenant provides a check as payment, Tenant authorizes Bennett Property Management either to use information from the check to make a one-time electronic fund transfer from their account or to process the payment as a check transaction. Any unpaid balances remaining after termination of occupancy are subject to 1% interest per month or the maximum allowed by law. The fee for month-to-month holdovers is \$102.30 (\$100.00 plus City Transaction Tax) per month in addition to the regular monthly rental fee.

3. MULTIPLE OCCUPANCY: It is expressly understood that this agreement is between Landlord and each signatory jointly and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent in full and for all other provisions of the agreement.

4. UTILITIES: Tenant=(T) Landlord=(L). Water (T) Trash (L) Sewer (L) Electric (T) Gas (T) Cable (T) Telephone (T) Other (T). All utilities and services must be turned on prior to occupancy and remain on during the entire term of this agreement. In the event the Tenant fails to transfer the utilities into their name upon execution of this lease, if utilities are not paid for by the Tenant, are shut off during the tenancy or transferred back into the Landlord's name by the utility company due to non-payment by Tenant, this constitutes a material breach of this agreement. Tenant agrees that Landlord may file for immediate eviction following a 5 day notice of that breach. Tenant agrees to provide water, sewer, electric, gas and trash collection thru the move out inspection. Should utilities be disconnected and are necessary for post Tenant cleaning and/or maintenance, Tenant agrees to reimburse Landlord for reconnection fees and usage. Tenant may be required to provide copy of final utility payment receipt to insure no outstanding balance remains on account, failure to provide proof of final payment can result in retention of deposit funds until such time as final payment can be confirmed.

5. ANIMALS: NONE Authorized Only the pet(s) listed are authorized on the Premises. Additional pets must be approved by Landlord. Failure to comply with this item is a breach of lease subject to \$400.00 penalty. Tenant agrees the pet(s) will not cause danger, damage, nuisance, noise, health hazard, or soil the unit, Premises, grounds, common areas, walks, parking areas, landscaping or gardens. Tenant agrees to clean up after the pet and agrees to accept full responsibility and liability for any damage (including fence, gate, and doors), injury, or actions arising from or caused by his/her pets. Tenant agrees to register the pet(s) in accordance with local laws and requirements. Tenant agrees to immunize the pet(s) in accordance with local laws and requirements. Tenant warrants that the pet(s) is housebroken. Tenant warrants that the pet(s) has no history of causing physical harm to persons or property, such as biting, scratching, chewing, etc., and further warrants that the pet(s) has no vicious history or tendencies. Tenant agrees to observe the following regulations: Dogs and cats: must be controlled at all times. Must be kept on a short leash while in common areas or on the grounds. Barking will not be tolerated in that it is considered to be a nuisance to others. Proper disposal of cat litter (securely bagged) will be done on a frequent basis. Odors arising from cat litter will not be tolerated. Birds: will be properly caged. Seeds and droppings will be shielded or caught to prevent accumulation and/or damage to carpeting/floor. Fish: aquariums will not leak and will be cleaned regularly to prevent foul water and/or odors. Landlord must approve aquariums over 50 gallons in size.

6. COMMUNITY RULES: In the event that the Premises is a portion of a building containing more than one unit, or part of a Homeowner's Association, Tenant agrees to abide by any and all community rules, deed restrictions, Homeowner's Association Rules & CCR's, whether promulgated before or after the execution hereof, including, but not

limited to, rules with respect to noise, odors, disposal of refuse, animals, parking and use of common areas. Tenant has received and agrees to complete the HOA tenant registration form and authorize the release of this information to the HOA. Community amenities may be available for Tenant use but are not used as a basis for rent.

7. ORDINANCES AND STATUTES: Tenant shall comply with all statutes, ordinances and requirements of all municipal, city, county, state and federal authorities pertaining to the use of the Premises. The use, possession, manufacture, or distribution of marijuana is strictly prohibited because marijuana is a banned substance under Federal law. Failure to comply with this paragraph may result in an immediate eviction. Tenant agrees that any police report made that involves Tenant, their guests, or the rental property may be admitted as evidence and hereby waives any hearsay objections.

8. CRIME FREE: In consideration of the execution or renewal of a lease of the Premises identified in this lease, Owner and Tenant agree as follows:

Tenant, any member(s) of Tenant's household, or guest or any other person affiliated with Tenant or under Tenant's control, on or near the Premises:

1. Shall not engage in criminal activity, including drug-related criminal activity, on or near the said Premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 02]).

2. Shall not engage in any act intended to facilitate criminal activity.

3. Shall not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related, regardless of whether the individual engaging in such activity is a member of the household or guest.

4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in A.R.S. 13-3451, at any locations, whether on or near the dwelling Premises.

5. Shall not engage in any illegal activity, including, but not limited to prostitution as defined in A.R.S. 13-3211, criminal street gang activity as defined in A.R.S. 13-105 and 13-2308, threatening or intimidating as prohibited in A.R.S. 13-1202, assault as prohibited in A.R.S. 13-1203 including but not limited to the unlawful discharge of firearms on or near the dwelling unit Premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of Landlord, his Agent or other tenant or involving imminent or actual serious property damage, as defined in A.R.S. 33-1368.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE BREACH OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any provisions of this term shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for termination of the lease under A.R.S. 33-1377, as provided in A.R.S. 33-1368. Unless otherwise prohibited by law, proof of violation shall not require criminal conviction, but shall be a preponderance of the evidence.

7. Tenant hereby authorizes Landlord to use all police generated reports as direct evidence in all eviction hearings and trials for violation of this addendum.

8. Tenant authorizes Landlord/Agent to run criminal background checks and/or credit checks at any time before, during or after the tenancy.

9. USE: The Premises shall be used exclusively as a residence for no more than 1 persons Debra. Only persons listed above may occupy the Premises or any part thereof. Guests staying more than a total of 14 days in a calendar year without prior written consent of Landlord shall constitute a violation of this agreement. Requests to change, add or remove occupants must be submitted in writing and be approved by Landlord prior to the change. Unauthorized occupants constitute a violation of this agreement and will result in a \$400.00 fine. Occupancy changes require an administrative fee of \$150.00 and applications from new occupants with appropriate fees. Tenant shall not operate a business in or on the Premises, including but not limited to: day care, auto repair, taxi / limo service, landscaping / yard care service.

10. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this agreement or sublet any portion of the Premises without written consent of Landlord.

11. INVENTORY: Any furnishings and equipment to be furnished by Owner shall be set out in an inventory to be signed by both Tenant and Landlord concurrently with the lease and shall be a part of this lease.

12. MAINTENANCE, REPAIRS, OR ALTERATIONS: Tenant acknowledges that the Premises are in good order and repair unless otherwise indicated herein and accepts the property in "as is" condition. All warranties, guarantees, or promises to perform, if any, shall be in writing prior to Tenant taking possession. Tenant responsibilities for care and maintenance of the Premises, at their expense, include, but are not limited to:

- Keeping the interior clean and sanitary at all times, including appliances and furnishings therein, and shall surrender the same in as good condition as received, normal wear and tear excepted.
- To clean carpeting and other flooring when it becomes soiled.
- Replacement of A/C filters at least once per month.
- Replacing burned out light bulbs, regular and fluorescent. (CFL bulbs should not be used with dimmer switches)
- If Tenant chooses to use their own appliances, Tenant is responsible for any damage to included appliances due to moving, storage, or non-use.
- Exterminating ants, rodents, fleas, cockroaches, spiders and other insects and pests.
- Plunge clogged toilets and drains before calling Landlord.
- Keeping non-operational vehicles (unregistered, flat tires, on jacks or broken windows) OFF the property.

Tenant is responsible for reporting needed repairs to Bennett Property Management in a timely manner. The emergency maintenance phone number is 480-204-2575. Failure or delay in reporting needed repairs can cause further damage or hazardous conditions. In such cases, **Tenant is responsible for damage to property or persons for failure to report the needed repairs.** Tenant will be held financially responsible for the following:

1. Damage to property as a result of failure to report a repair item in a timely manner.
2. Unnecessary service calls.
3. Costs to repair or replace any portion of the Premises damaged, whether through act or negligence, by Tenant or guests of Tenant.
4. Failure to keep a scheduled appointment with a vendor, Landlord or Agent. **You will be charged for the service call.**
5. Damage done by rain or wind as a result of leaving windows or doors opened.
6. Recklessly damaging the property, defacing, drawing or inscribing a message, slogan, sign or symbol without permission, or tampering with utilities are considered **criminal damage** and are punishable as a felony under Arizona state law.

Tenant shall be responsible for damages caused by his negligence and that of his family or guests. Tenant shall not paint or otherwise redecorate or make alterations to the Premises without the prior written consent of Landlord. Unless otherwise authorized by this lease, Tenant may not install or permit, even temporarily, any attractive nuisance or other item which causes a suspension or cancellation of Landlord's insurance coverage or an increase in insurance premiums. These items include, but are not limited to: trampoline, swing set, jungle gym, spa, hot tub, above ground pool, tree house, fort, or fire pit. Tenant shall irrigate and maintain any surrounding grounds to neighborhood standards, including lawns and shrubbery, and keep the same clear of rubbish or weeds, if such grounds are a part of the Premises and are exclusively for the use of Tenant. Tenant shall not commit any waste upon said Premises, nor any nuisance or act, which disturbs the quiet enjoyment of any Tenant in the building or any neighbor. If at any time Tenant is in violation of this section, notice will be sent to Tenant giving 14 days to amend the violation. If condition is not remedied within that time, Landlord will hire the work done and bill Tenant; charges will be payable on the next rental due date.

13. DAMAGES TO PREMISES: If the Premises are so damaged by fire or from any other cause as to render them untenantable, then either party shall have the right to terminate this lease as of the date on which such damage occurs, through written notice to the other party to be given within fourteen (14) days after occurrence of such damage; except that if such damage or destruction occurred as the result of the abuse or negligence of Tenant, or its invitees, Landlord only shall have the right to termination. Should either Landlord or Tenant exercise this right, any prepaid rent and unused security deposit may be refunded to Tenant. If this lease is not terminated, then Landlord shall promptly repair the Premises and there shall be a proportionate reduction of rent until the Premises are repaired and ready for Tenant's occupancy. The proportionate reduction shall be based on the extent to which making of repairs interferes with Tenant's reasonable use of the Premises.

14. ENTRY BY LANDLORD: Landlord shall have the right to enter the Premises: (A) In case of emergency; (B) When Tenant has abandoned or surrendered the Premises; (C) To make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, exhibit the Premises to prospective or actual purchasers,

mortgagees, tenants, workmen, or contractors; (D) To conduct periodic interior and/or exterior surveys as needed. Except under (A) and (B), entry may not be made other than during normal business hours, and without not less than 2 days prior notice to Tenant. Tenant may not deny access or prevent entry to Landlord or his Agents if proper notice has been given. Tenant agrees to pay a \$50.00 fine and any other costs incurred for each occurrence of resident's refusal of access. During the last thirty days of occupancy, Tenant agrees that Landlord or Agent may place a For Rent/For Sale sign on the property and show the Premises to prospective tenants/purchasers and may negotiate separate access terms which are agreeable to all parties.

15. INDEMNIFICATION: Landlord shall not be liable for any damage or injury to Tenant, or any other person or to any property, occurring on the Premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of negligence or an unlawful act of Landlord, his Agents, or his employees. Tenant agrees to hold Landlord harmless from any claims for damages, no matter how caused, except for injury or damages for which Landlord is legally responsible.

16. PHYSICAL POSSESSION: If Landlord is unable to deliver possession of the Premises at the commencement hereof, Landlord shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within 5 days of the commencement of the term hereof. If Tenant does not take possession within 5 days of the commencement of the term herein, Landlord shall consider the lease terminated. This does not constitute release from any other obligation under this agreement.

17. DEFAULT: If Tenant fails to pay rent when due, or perform any term hereof, Landlord, at his option, may terminate all rights of Tenant hereunder, unless Tenant, within legally allowed time, shall cure such default. If Tenant abandons the property while in default of the payment of rent, Landlord may consider any property left on the Premises to be abandoned property and may dispose of the same in any manner allowed by law. **In the event Landlord reasonably believes that such abandoned property has no value or the cost of moving, storing and selling the property will be less than the proceeds realized from the sale of the property, it may be discarded.** In the event of a default by Tenant, Landlord may elect to (A) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (B) at any time, terminate all of Tenant's rights hereunder and recover from Tenant (including the security deposits as liquidated damage) all damages he may incur by reason of the breach of lease, including the cost of recovering the Premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss. Tenant agrees to pay an Administrative Fee of \$506.39 in the event of any Tenant default of this agreement. If Tenant wishes to voluntarily terminate the lease early, written notification of requested Lease Break must include Administrative Fee by certified funds, payable to Landlord. Payment of this fee does not constitute release from any other obligation under this agreement. Tenant will be held responsible and agrees to pay for all losses incurred as a result of the breach, including but not limited to attorney's fees, court costs, lost rents, reimbursement of move-in incentives, advertising costs, property rehabilitation costs, yard care, pool care and utilities – **including those costs incurred post judgment.** Landlord is entitled to recover as additional damages, all costs to collect monies owed including any money the Landlord pays a collection company or Lawyer to collect those funds.

18. SECURITY: The security deposit shall secure the performance of Tenant's obligations hereunder. Landlord may, but shall not be obliged to, apply portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant. **Tenant shall not have the right to apply the security deposit in payment of the last month's rent.** If at any time during the term hereof, if any rent or other sums payable by Tenant are unpaid, Landlord may appropriate and apply all or any portion of said deposit to payment of such sums. Funds held with Bennett Property Management Trust Account. Owner Carol AZ LLC c/o Bennett Property Management 101 E. 1st Ave. #105, Mesa, AZ 85210.

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

20. ATTORNEY'S FEES: In any legal action brought by either party to enforce the terms hereof or relating to the demised Premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees and other normal and customary costs of collection including but not limited to collection agency fees.

21. JURY TRIAL WAIVER: The parties to this rental agreement agree that neither side will request a jury trial in the event of litigation, including an eviction action. The parties specifically waive their right to a jury trial and agree that any court action can be determined by a Judge only.

22. DEPOSIT REFUNDS: Proper 30 day notice must be given and unit must be returned to Landlord in "rent ready" condition (excepting normal wear and tear). The following are not considered normal wear & tear, including but not limited to, general cleaning, carpet cleaning, carpet stains, burns or tears, pet deodorizing, extreme traffic wear, excessive holes from pictures, blind cleaning, repair or replacement, replacement of expired smoke detector batteries or light bulbs, and painting due to smoke/candle/incense damage. If the Premises is not left in rent ready condition, the Tenant may be charged \$50.00 per hour for the coordination of necessary "make ready" maintenance. Tenant may be required to provide copy of final utility payment receipt to insure no outstanding balance remains on account, failure to provide proof of final payment can result in retention of deposit funds until such time as final payment can be confirmed. The balance of all deposits shall be refunded within 14 business days from the date possession is delivered to Landlord or his authorized Agent and written demand is made by Tenant, together with a statement showing any charges made against such deposits by Landlord. The security deposit will be refunded jointly to ALL signers of the Rental Agreement unless otherwise instructed by personally delivered written instructions from the party relinquishing his/her rights to the deposit. Tenant agrees to provide forwarding address upon move out.

23. NOTICES: Any notice which either party may give or is required to give may be given via Hand Delivery, confirmed by reply emails, or by mailing the same, certified mail, to Tenant at the Premises or to Landlord at the address shown herein unless otherwise provided for by statute or by agreement of the parties. Should Tenant receive any legal notice intended for the Landlord at the Premises, Tenant shall immediately notify Landlord and forward notice to Landlord. Tenant will be charged \$10.00 or actual cost for delivery of legal notices.

24. SUBORDINATION: This agreement is and shall remain subordinate to any ground lease, mortgage, trust deed or other encumbrances now existing or hereafter to be placed upon the property and to any modifications, extensions, replacements and/or advances in connection therewith.

25. WAIVER: Failure of Agent to insist upon strict compliance with the terms of this lease shall not constitute a waiver of Agent's rights to act on any violation. The acceptance of rent by Landlord shall not waive his right to enforce any term hereof.

26. HOLDING OVER: Any holding over after lease expiration, with the consent of Landlord, shall be construed as a month-to-month tenancy and subject to a month-to-month fee, in accordance with the terms herein, as applicable, until either party terminates the same by a thirty (30) day written notice. Notice must be delivered in writing on or before the rental due date, and is effective from the rental due date, pursuant to ARS 33-1375(B). Holding over after notice has been given by either party can result in a penalty of 2 months rent or twice the actual damages, whichever is greater.

27. CORRECTIONS: Lessee agrees to fully cooperate in correcting any inadvertent, inaccurate, mistaken or omitted issue or term from any document associated with the application, lease or addenda immediately, but under no circumstances more than 5 business days of notification by Lessor, to ensure that the lease is enforceable and in a format that accurately reflects the parties' true intentions and relationship, and complies with all applicable laws.

28. EQUAL HOUSING OPPORTUNITY: Landlords and Broker comply with federal, state and local fair housing laws and regulations.

29. ELECTRONIC SIGNATURES: The parties agree that documents may be signed electronically and in counterpart.

30. TIME: Time is of the essence of this agreement.

ADDITIONAL TERMS AND CONDITIONS:

• **Pool - The Premises has NO pool.**

Tenant acknowledges that Tenant is solely responsible and liable for the safety to Tenant's family and/or guests. Tenant agrees to hold Landlord and his Agent harmless from any claims for damage or injury relating to pool safety. Tenant acknowledges and accepts the inherent risks, and dangers and liabilities arising from the swimming pool located on the property. Tenants further acknowledges that children are the primary drowning victims of residential swimming pools and that said children shall be watched, attended and supervised by an adult at all times while in the pool area. It is agreed that: A. Tenant accepts full responsibility for the actions and activities of his/her guests, family and friends. B. Tenants shall be responsible for any and all accidents arising from the use and/or misuse of the pool facilities. C. Tenant agrees to hold harmless and indemnify Landlord for any and all liability arising by reason of the swimming pool. D. Tenant shall be responsible for securing access to the pool area. If Landlord and Tenant agree that Tenant will be responsible for pool maintenance, Tenant acknowledges that he has the experience necessary to maintain and service the pool. This acknowledgment includes, but is not limited to, operating equipment, servicing equipment, cleaning the pool.

back washing, filter maintenance, maintaining chemical and water levels. Tenant agrees not to interfere or disable the pool equipment including, but not limited to, the timer, pump, filter, sweeps and cleaning devices and agrees to adequately run the pool filtering system as recommended by a pool service professional. It is also agreed that: A. Tenant acknowledges that if he does not have experience that is necessary to maintain and operate the pool system, Tenant shall seek out and pay for professional expertise to acquire that knowledge. B. Tenant shall notify Landlord immediately of any failure of the pool system. C. Tenant shall be responsible for any pool failure if it is Tenant caused and/or created.

• **Windows/Screens:** Tenant acknowledges that all windows are in good condition (not broken) and that, should any damage occur to any window (or existing screen) during Tenant's residence that Tenant shall be solely responsible for repair of said window (or screen). If Tenant purchases needed screens, Landlord agrees to reimburse Tenant (receipts must be retained) upon vacating the property if said screens are in good and useable condition. Screens must be purchased at market value.

• **Insurance:** Renter's insurance is strongly recommended for the protection of Tenant's personal property. The existing property insurance policy provides NO PROTECTION FOR TENANT'S PERSONAL PROPERTY.

• **A/C Filter:** Tenant must change air conditioning filters monthly. Damages to a/c due to improper use may be charged to Tenant.

• **Mold Disclosure:** There has been some recent publicity regarding the existence of certain types of toxic and non-toxic mold and similar organisms in homes, apartments, and commercial buildings. Current information indicates that some types of mold may cause severe health problems for certain individuals. Real estate agents are not trained to identify mold or similar conditions. Mold is not detectable by a real estate agent – sometimes not even by a professional home inspector or pest control inspector. It is even possible that a property could have a serious but hidden mold problem unknown to the Owner or his Agent. The only way to provide any reasonable assurance that a property does not have a mold or other health hazard problems is to retain the services of an environmental expert who will conduct specific tests. Normally, these tests will consist of an interior and exterior examination for airborne spores, and a carpet test, though other procedures may be necessary. Any visible mold should be professionally evaluated. Since most varieties of mold thrive on moisture, it is extremely important that you report all water leaks to Landlord or property manager in a timely manner. It is also your obligation to report any signs of mold or unusual odors in the property. If the presence of mold is a material matter, you must conduct any and all inspections or tests prior to signing a lease.

• **Representation:** Bennett Property Management represents the owner of the Property exclusively in this transaction.

• **Water Softener or R/O System:** The Premises Does Not have a Water Softening System. If a water softening system is present, Tenant acknowledges that it is in "As Is" condition and will not be maintained, serviced or repaired by the Owner, unless otherwise noted.

• **Yard - The Premises has 2 shared yard.**

If the Premises has a yard, Tenant acknowledges and accepts inherent risks, dangers, and liabilities of maintaining the exterior yard maintenance and upkeep of the Property. Tenant further acknowledges that accidents can and do happen to the most safety conscious individuals. Consequently, Tenants shall hold harmless and indemnify Landlord for any and all liability arising from the use or maintenance of the yard. It is agreed that: A. Tenant shall accept full responsibility for the actions and activities of his/her guests, family and friends. B. Tenant shall be responsible for any and all accidents arising from the use and/or misuse of equipment. C. Tenant agrees to maintain the yard in compliance with HOA rules and Community, City, County and State ordinances or laws. D. Tenant agrees to promptly notify Landlord of any failure or needed maintenance of provided sprinkler or other watering systems and agrees not to turn off, disable or interfere with provided watering systems. Tenant agrees to adequately water the yard with or without use of irrigation, working sprinklers or drip lines. Failure of watering systems does not relieve Tenant from responsibility of watering and maintaining the yard. E. Tenant acknowledges that he/she has the experience necessary to maintain and service the yard. This acknowledgement includes but is not limited to, operating equipment, servicing equipment, normal operation of sprinkler systems, watering and pruning trees, shrubs, bushes, and other plants, care, keeping and fertilizing of grass, lawns, trees, shrubs, and other yard maintenance activities. F. Tenant agrees to maintain the yard in compliance with HOA rules and Community, City, County and State ordinances or laws. It is also agreed that: A. Tenant acknowledges that, if he/she does not have the experience necessary to maintain and preserve the yard, Tenant shall seek out and, if necessary, pay for professional expertise to acquire said knowledge and/or contract for said servicing. B. If Landlord notifies Tenant of default and Tenant fails to respond by maintaining and preserving the yard, the Tenant hereby

authorizes Landlord to contract for yard service(s) and accrue said service(s) to the rent of the Tenant. Failure to pay said accrued rent shall be cause for termination of the Rental Agreement.

- **Washer/Dryer:** The washer/dryer will be provided and maintained by the Owner.
- **Refrigerator:** The refrigerator will be provided and maintained by the Owner. Landlord is not responsible for food or other perishables should refrigerator not operate properly or cease to operate from any cause whatsoever.
- **Alarm System:** The Premises Does Not have an Alarm System. If an alarm system is present, Tenant acknowledges that it is in "As Is" condition and will not be maintained, serviced or repaired by the Owner, unless otherwise noted. Tenant is responsible for any and all alarm permits or usage fees.

- **Smoking -** Smoking of anything is not allowed inside the Premises or garage. If smoking is not allowed, Tenant agrees to pay Landlord a fine of \$500.00 for each violation of this provision and further understands that this is a material noncompliance of the lease which can result in eviction. Damages to property caused by smoking, including but not limited to, painting, duct cleaning, deodorizing, carpet and window covering cleaning, will be charged to Tenant.
- **Carpet Cleaning:** Carpets must be professionally cleaned when Tenant moves - receipt to be provided to Landlord.
- **Lost keys:** If Tenant locks keys in rental and requires Landlord's assistance to unlock door, a \$20 fee will be charged to Tenant. This service is offered subject to manager's availability & access to keys. Same day service is not guaranteed.
- **Notice to Vacate:** Thirty (30) days written notice of intent to vacate is required on all leases and/or rental agreements. Notice must be delivered in writing on or before the rental due date, and is effective from the rental due date, pursuant to ARS 33-1375(B).
- **Move-in Checklist:** Tenant acknowledges receipt of move-in form to be returned to Landlord within 5 days of move-in. If not returned to Landlord, Tenant accepts property in good condition (no damages).
- **Move-out:** This constitutes written notice that Tenant has the right to be present at the move-out inspection.
- **Smoke Detector:** If Premises has Smoke and/or Carbon Monoxide Detectors, Tenant shall maintain the detectors in working condition, change the batteries as needed and notify Landlord if the detectors are not working properly or missing from the Premises.
- **Landlord/Tenant Act:** Tenant has been informed that a copy of the Arizona Landlord Tenant Act may be obtained from the Arizona Department of Housing office.
- **Lead Based Paint Disclosure:** This property was built in 1981. If built before 1978, Tenant must initial the attached addendum and acknowledges receipt of Disclosure of Information on Lead Based Paint.
- **C.C. & R's:** Tenant Acknowledges that a copy of the CC&R's can be obtained online at www.maricopa.gov or from the HOA management company

Tenant may pick up keys on: 6/24/16

2 house keys, 0 mailbox keys, 0 pool keys, 0 laundry keys, 0 garage door openers, 0 gate remotes
Should keys be lost during tenancy, or not be returned upon vacating the Premises, Tenant agrees to pay replacement costs. Mailbox Keys are tenant responsibility. Mailbox keys may be provided as a convenience, but Landlord does not change mailbox locks between Tenants and advises Tenant to use caution if they choose not to rekey the mailbox lock upon move-in.

DM/ _____ Copy of Lease: Tenant acknowledges receipt of a signed copy of this lease.

DM/ _____ Tenant acknowledges receipt of the AAR Residential Lease Owner's Property Disclosure Form.

DM/ _____ Video Presentation: Tenant has viewed video lease presentation at the BPM office, at the property, or online at www.bennett2rentit.com and understands all terms and conditions stated therein.

DM/ _____ Other: tenant agree's to pay \$25.58 additional charge for water every month

Tenant and Emergency Contact Information: (SECTION MUST BE COMPLETED BY TENANT TO PROCESS LEASE)

TENANT #1 Name Debra Martinez Email: freebird21951@yahoo.com
 Mobile Phone 602-909-6064 Other Phone: _____

Person to notify and person you authorize (who does not live with you) to take possession of your personal property in case of emergency, untimely death, disability or incarceration.*

Emergency Contact Name: Diane Van Relationship: friend
 Address: 22369 West La Vista Circle City/State/Zip: Buckeye, AZ
 Phone Number: 435-219-1738 Email: _____

TENANT #2 Name: _____ Email: _____
 Mobile Phone: _____ Other Phone: _____

Person to notify and person you authorize (who does not live with you) to take possession of your personal property in case of emergency, untimely death, disability or incarceration.*

Emergency Contact Name: _____ Relationship: _____
 Address: _____ City/State/Zip: _____
 Phone Number: _____ Email: _____

**Landlord and/or Agent is not responsible for damage to or loss of Tenant's property unless caused by negligence on the part of Landlord, Agent or employee of Agent. Tenant is strongly advised to obtain renters insurance to cover loss or damage to their property. Please let our office know if any of this information changes.*

ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only in writing, signed by both parties.

N/A as Premises is not in an HOA A copy of Community/HOA Rules and Regulations were delivered to the Tenant via (Circle One) Hand Delivery Email by Manager on Date: _____ Manager Initials (_____) OR Certified Mail Date: _____ (tracking sticker) _____

Debra Martinez
 Tenant Signature

BENNETT PROPERTY
 MANAGEMENT, INC.

Sarah Johnson
 Manager Signature

 Tenant Signature

 Tenant Signature

Date: 6/7/2016