

Arizona Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Arizona Residential Lease (“Agreement”) is between {TenantNames} (collectively, the “Tenant”) and {PropertyManagerEntity} (“Landlord”). The Manager is {PropertyManagerName}. Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} (“Premises”).
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and it ends at 11:59 p.m. on {EndDate} (“Agreement Term”). Landlord and Tenant intend for this Agreement to be for a definite term.
5. **PAYMENT OF RENT.**
 - A. **Amount.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord’s address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then all {ACH_Fees}.
 - B. **Partial Payment.** Per A.R.S. § 33-1371, Landlord is not required to accept a partial payment of rent or other charges. By accepting a partial payment of rent or other charges, Landlord retains the right to proceed against Tenant only if Tenant agrees in a contemporaneous writing to the terms and conditions of the partial payment with regard to continuation of the tenancy. The written agreement for partial payment shall contain a date on which the balance of the rent is due. If Tenant breaches the written agreement for partial payment or this Agreement, Landlord may proceed as provided in A.R.S.T. 33, Ch. 10, Art. 4 (Arizona Residential Landlord and Tenant Act) and in A.R.S.T. 12, Ch. 8, Art. 4 (Forcible Entry and Detainer). If Landlord has provided Tenant with a notice of failure to pay rent as specified in A.R.S. § 33-1368(B) prior to the completion of the agreement for partial payment, no additional notice under A.R.S. § 33-1368(B) is required in case of a breach of the partial payment agreement. **Except**

as specified in this paragraph, acceptance of rent, or any portion thereof, with knowledge of a default by Tenant or acceptance of performance by Tenant that varied from the terms of this Agreement or rules or regulations subsequently adopted by Landlord constitutes a waiver of the right to terminate this Agreement for that breach.

6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the **fifth day** of the month, Tenant shall pay Landlord a late charge of $\${Late_Fee}$. If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of $\${NSF_Fee}$. Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.
7. **PRORATION OF RENT.** For the period from $\{StartDate\}$ through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of $\${ProratedRent}$.
8. **SECURITY DEPOSIT.** Per A.R.S. § 33-1321:
 - A. **Amount.** Tenant shall deposit with Landlord the amount of $\${SecurityDeposit}$ as a security deposit against any breach of this Agreement by Tenant. **[Note: per A.R.S. § 33-1321, the security deposit may not exceed one and one-half month's rent.]**
 - B. **Allowable Charges.** Landlord may apply the security deposit toward any breach of this Agreement including but not limited to damage to the Premises, any of the buildings, common areas, parking areas, furniture, fixtures, carpet, or appliances; abandonment of the Premises; nonpayment of rent; late charges; and attorneys' fees. Landlord may not apply the security deposit to ordinary wear and tear. Tenant may not apply the security deposit to the last month's rent or any other charges.
 - C. **Inspection Of The Premises.** Upon move-in, Landlord shall furnish Tenant with a signed copy of this Agreement, a move-in form for specifying any existing damages to the Premises and written notification that Tenant may be present at the move-out inspection. On request by Tenant, Landlord shall notify Tenant when Landlord's move-out inspection will occur. If Tenant is being evicted for a material and irreparable breach and Landlord has reasonable cause to fear violence or intimidation on the part of Tenant, Landlord has no obligation to conduct a joint move-out inspection with Tenant.
 - D. **Move-Out Inspection.** Tenant has the right to be present at the move-out inspection.
 - E. **Return Of Security Deposit.** Prior to move-out, Tenant shall provide Landlord with a forwarding address. Within **14 days** excluding Saturdays, Sundays or other legal holidays after the termination of this Agreement and delivery of possession, Landlord shall return Tenant's

security deposit with an itemized security deposit settlement statement listing any deductions. If Tenant does not dispute the deductions or the amount due and payable to Tenant within 60 days after the itemized list and amount due are mailed as prescribed by this subsection, the amount due to Tenant as set forth in the itemized list with any amount due is deemed valid and final and any further claims of Tenant are waived.

9. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the “Keys”). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.
10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.
11. **SMOKING.** Smoking {Smoking} permitted in the Premises.
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
13. **NOTICE TO QUIT AND HOLDOVER.**
 - A. **Notice.** At least **30 days** prior to the end of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.
 - B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:
 - i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **30 days'** written notice to Tenant.
 - ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **30 days'** written notice to Landlord.
 - C. **Holdover.** If Tenant continues in possession of the Premises after the date of termination of this Agreement, as provided herein or under law, Tenant shall pay to Landlord **double the monthly rental amount of** \${MonthlyRent}, computed and prorated on a daily basis, for each day

Tenant remains in possession. In addition, Tenant shall be responsible for any further losses and/or costs incurred by Landlord as determined by a proceeding before any court of competent jurisdiction.

14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **30 days** prior to the end of the Agreement Term.
15. **POSSESSION OF THE PREMISES.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.
16. **DELAY OF OCCUPANCY.** Per A.R.S. § 33-1362, if Landlord fails to deliver physical possession of the Premises to Tenant, rent abates until possession is delivered and Tenant may do either of the following:
 - A. upon at least five days' written notice to Landlord terminate this Agreement, and upon termination Landlord shall return all prepaid rent and security;
 - B. demand performance of this Agreement by Landlord and, if Tenant elects, maintain an action for possession of the Premises against Landlord or any person wrongfully in possession and recover the damages sustained by Tenant.

If Landlord fails to deliver constructive possession to Tenant because of noncompliance with Landlord's maintenance responsibilities, rent shall not abate. Tenant may proceed with the remedies provided for in A.R.S. § 33-1361.

If a person's failure to deliver possession is willful and not in good faith, an aggrieved person may recover from that person an amount not more than two months' periodic rent or twice the actual damages sustained by him, whichever is greater.

17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.
18. **MAINTENANCE RESPONSIBILITIES.**
 - A. **Landlord's Responsibilities.** If any breach of the following is caused by the misconduct of Tenant, a member of Tenant's household, a guest or invitee of Tenant, or a person under Tenant's direction or control, such defective condition shall not constitute a breach of Landlord's obligations under this section. Per A.R.S. § 33-1324, Landlord shall:
 - i. comply with the requirements of applicable building codes materially affecting health and safety;
 - ii. make all repairs and do whatever is necessary to put and keep

the Premises in a fit and habitable condition;

- iii. keep all common areas of the Premises in a clean and safe condition;
- iv. maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord;
- v. provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the Premises and arrange for their removal; and
- vi. supply running water and reasonable amounts of hot water at all times, reasonable heat and reasonable air conditioning or cooling where such units are installed and offered, when required by seasonal weather conditions, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose or the Premises is so constructed that heat, air conditioning, cooling or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct public utility connection.

B. Tenant's Responsibilities. Tenant shall not destroy, deface, damage, impair or remove any part of the Premises or surrounding property, nor permit any person under Tenant's direction or control to do so. Per A.R.S. § 33-1341, Tenant shall:

- i. comply with all obligations primarily imposed upon tenants by applicable provisions of building codes materially affecting health and safety;
- ii. keep the Premises as clean and safe as the condition of the Premises permit;
- iii. dispose of all ashes, rubbish, garbage and other waste in a clean and safe manner;
- iv. keep all plumbing fixtures in the Premises or used by Tenant as clean as their condition permits;
- v. use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators in Premises;
- vi. conduct himself and require other persons on the Premises with Tenant's consent to conduct themselves in a manner that will not disturb Tenant's neighbors' peaceful enjoyment; and
- vii. promptly notify Landlord in writing of any situation or occurrence that requires Landlord to provide maintenance or make repairs or otherwise requires Landlord to take action as prescribed in A.R.S. § 33-1324.

C. Wrongful Failure To Supply Heat, Air Conditioning, Cooling, Water, Hot Water or Essential Services. Per A.R.S. § 33-1364:

- i. If contrary to this Agreement or A.R.S. § 33-1324 Landlord deliberately or negligently fails to supply running water, gas or electrical service, or both if applicable, and reasonable amounts of hot water or heat, air-conditioning or cooling, where such units are installed and offered, or essential services, Tenant may give reasonable notice to Landlord specifying the breach and may do one of the following:
 - a. Procure reasonable amounts of hot water, running water, heat and essential services during the period of Landlord's noncompliance and deduct their actual reasonable cost from the rent. If Landlord has failed to provide any of the utility services specified in this section due to nonpayment of Landlord's utility bill for the premises, and if there is no separate utility meter for each tenant in the premises such that Tenant could avoid a utility shutoff by arranging to have services transferred to Tenant's name, Tenant may either individually or collectively with other tenants arrange with the utility company to pay the utility bill after written notice to Landlord of Tenant's intent to do so. With the utility company's approval Tenant or tenants may pay Landlord's delinquent utility bill and deduct from any rent owed to Landlord the actual cost of the payment the tenant made to restore utility services. Tenant or tenants may continue to make such payments to the utility company until Landlord has provided adequate assurances to Tenant that the above utility services will be maintained.
 - b. Recover damages based upon the diminution in the fair rental value of the Premises.
 - c. Procure reasonable substitute housing during the period of Landlord's noncompliance, in which case Tenant is excused from paying rent for the period of Landlord's noncompliance. In the event the periodic cost of such substitute housing exceeds the amount of the periodic rent, upon delivery by Tenant of proof of payment for such substitute housing, Tenant may recover from Landlord such excess costs up to an amount not to exceed twenty-five per cent of the periodic rent which has been excused pursuant to this paragraph.
- ii. Landlord shall provide all utilities and services specified in this Agreement.
- iii. Landlord shall not terminate utility services as specified in subsection (i) of this section which are provided to Tenant as part of this Agreement, except as necessary to make needed repairs or as provided in A.R.S. § 33-1368. Subsequent to the

execution of this Agreement, Landlord may not transfer the responsibility for payment of such utility services to Tenant without Tenant's written consent.

- iv. If Landlord is in violation of subsection (iii) of this section, Tenant may recover damages, costs and reasonable attorneys' fees and obtain injunctive relief. Nothing in this section shall preclude Tenant's right to recover damages as specified in A.R.S. § 33-1367.
- v. A lease agreement shall not contain any terms contrary to this section.
- vi. In addition to the remedy provided in paragraph (i)(c) above, in the event Landlord's noncompliance is deliberate, Tenant may recover the actual and reasonable cost or fair and reasonable value of the substitute housing not in excess of an amount equal to the periodic rent.
- vii. If Tenant proceeds under this section, Tenant may not proceed under A.R.S. § 33-1361 or § 33-1363 as to that breach, except as to damages which occur prior to Tenant proceeding under subsection (i) or (ii) of this section.
- viii. The rights under this section do not arise until Tenant has given notice to Landlord and such rights do not include the right to repair. Such rights do not arise if the condition was caused by the deliberate or negligent act or omission of Tenant, a member of Tenant's family or other person on the Premises with Tenant's consent.

D. **Tenant's Failure To Maintain.** Per A.R.S. § 33-1369, if there is noncompliance by Tenant materially affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning and Tenant fails to comply as promptly as conditions require in case of emergency or within 14 days after written notice by Landlord specifying the breach and requesting that Tenant remedy it within that period of time, Landlord may enter the Premises and cause the work to be done in a workmanlike manner and submit an itemized bill for the actual and reasonable cost or the fair and reasonable value thereof as rent on the next date when periodic rent is due, or if this Agreement has terminated, for immediate payment.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

20. **REPAIRS AND ALTERATIONS.**

A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs

and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.

B. Tenant's Repair And Deduct Remedies. Per A.R.S. § 33-1363, if Landlord fails to comply with Landlord's maintenance responsibilities, and the reasonable cost of compliance is less than three hundred dollars, or an amount equal to one-half of the monthly rent, whichever amount is greater, Tenant may recover damages for the breach under A.R.S. § 33-1361, subsection B, or may notify Landlord of the Tenant's intention to correct the condition at Landlord's expense. After being notified by Tenant in writing, if Landlord fails to comply within ten days or as promptly thereafter as conditions require in case of emergency, Tenant may cause the work to be done by a licensed contractor and, after submitting to Landlord an itemized statement and a waiver of lien, deduct from his rent the actual and reasonable cost of the work, not exceeding the amount specified in this paragraph. Tenant may not repair at Landlord's expense if the condition was caused by the deliberate or negligent act or omission of Tenant, a member of Tenant's family or other person on the Premises with Tenant's consent or if the condition repaired does not constitute a breach of the fit and habitable condition of the premises.

C. Keys and Security Systems. Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:

A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;

B. damages the Premises, common areas, or surrounding property; or

C. disturbs the peace and quiet of any other tenant or nearby resident.

22. **RULES AND REGULATIONS.** Per A.R.S. § 33-1342, Landlord from time to time may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if a **30 day** notice of its adoption is given to Tenant and it does not constitute a substantial modification of this Agreement. Such rules or regulations are enforceable against Tenant only if:

- A. their purpose is to promote the convenience, safety or welfare of the tenants in the Premises, preserve Landlord's property from abusive use or make a fair distribution of services and facilities held out for the tenants generally;
 - B. they are reasonably related to the purpose for which adopted;
 - C. they apply to all tenants in the property in a fair manner;
 - D. they are sufficiently explicit in prohibition, direction or limitation of Tenant's conduct to fairly inform Tenant of what Tenant must or must not do to comply;
 - E. they are not for the purpose of evading the obligations of Landlord; and
 - F. Tenant has notice of them at the time Tenant enters into this Agreement.
23. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.
24. **ABANDONMENT.** Per A.R.S. § 33-1370:
- A. **Definition.** "Abandonment" means either the absence of Tenant from the Premises, without notice to Landlord for at least seven days, if rent for the Premises is outstanding and unpaid for ten days and there is no reasonable evidence other than the presence of Tenant's personal property that Tenant is occupying the Premises or the absence of Tenant for at least five days, if the rent for the Premises is outstanding and unpaid for five days and none of Tenant's personal property is in the Premises.
 - B. **Notice And Remedies.** If the Premises is abandoned after the time prescribed in subsection A above, Landlord shall send Tenant a notice of abandonment by certified mail, return receipt requested, addressed to Tenant's last known address and to any of Tenant's alternate addresses known to Landlord. Landlord shall also post a notice of abandonment on the door to the Premises or any other conspicuous place on the property for five days. Five days after the notice of abandonment has been both posted and mailed, Landlord may retake the Premises and rerent the Premises at a fair rental value if no personal property remains in the Premises. After Landlord retakes the Premises, money held by Landlord as a security deposit is forfeited and shall be applied to the payment of any accrued rent and other reasonable costs incurred by Landlord by reason of Tenant's abandonment. If Tenant abandons the Premises, Landlord shall make reasonable efforts to rent the Premises at a fair rental. If Landlord rents the Premises for a term beginning before the expiration of the Agreement Term, this Agreement is deemed to be terminated as of the date the new tenancy begins. If Landlord fails to use reasonable efforts to rent the Premises at a fair rental or if Landlord accepts the abandonment as a surrender, this Agreement is deemed to be

terminated by Landlord as of the date Landlord has notice of the abandonment. If the tenancy is from month to month or week to week, the term of the rental agreement for this purpose shall be deemed to be a month or a week, as the case may be.

C. Personal Property.

i. Storage.

After Landlord retakes possession of the Premises, and if Tenant's personal property remains in the Premises, Landlord shall prepare an inventory and notify Tenant of the location and cost of storage of the personal property in the same manner prescribed in subsection B of this section. After Landlord retakes possession of the Premises, Landlord may store Tenant's personal possessions in the unoccupied Premises that was abandoned by Tenant, any other available unit or any storage space owned by Landlord or off the Premises if the Premises or storage space is not available. Landlord is not required to store Tenant's perishable items, plants, and animals on behalf of Tenant. Landlord may remove or dispose of, as appropriate, the perishable items, including plants. At Landlord's discretion, Landlord may remove and dispose of any personal property in the Premises that is contaminated or may be considered a biohazard or poses a health and safety risk. At Landlord's discretion, Tenant's abandoned animals may be immediately removed and released to a shelter or boarding facility. Landlord shall keep a record of the name and location of the shelter or boarding facility to which the animal was released. if Landlord does not immediately remove and release the abandoned animals to a shelter or boarding facility, Landlord shall provide reasonable care for the abandoned animals for the period prescribed by this section. if Landlord is unable or unwilling to provide reasonable care to the abandoned animals, Landlord shall notify the county enforcement agent as defined in A.R.S. § 11-1001 or an animal control officer as prescribed in A.R.S. § 9-499.04 of the presence of Tenant's abandoned animals on the property to be seized pursuant to A.R.S. § 13-4281. Landlord is not liable for any actions taken in good faith related to the removal, release, seizure, or care of the abandoned animals pursuant to this section. Landlord shall hold Tenant's personal property for a period of fourteen calendar days after Landlord retakes possession of the Premises. Landlord shall use reasonable care in moving and holding Tenant's personal property. If Landlord holds the property for this period and Tenant makes no reasonable effort to recover it, Landlord may donate the personal property to a qualifying charitable organization as defined in A.R.S. § 43-1088 or otherwise recognized charity or sell the property. If Landlords sells the property, Landlord shall retain the proceeds and apply them toward Tenant's outstanding rent or other costs that are covered in this Agreement or otherwise provided for under law and that have

been incurred by Landlord, and excess proceeds shall be mailed to Tenant at Tenant's last known address. Tenant does not have any right of access to that property until the actual removal and storage costs have been paid in full, except that Tenant may obtain clothing and the tools, apparatus, and books of a trade or profession and any identification or financial documents, including all those related to Tenant's immigration status, employment status, public assistance, or medical care. **Landlord may destroy or otherwise dispose of some or all of the property if Landlord reasonably determines that the value of the property is so low that the cost of moving, storage, and conducting a public sale exceeds the amount that would be realized from the sale.** Any tax benefit associated with the donation of the personal property belongs to Tenant. If Landlord that complies with this section, Landlord is not liable for any loss to Tenant or any third party that results from moving, storing, or donating any personal property left in the Premises. For a period of twelve months after the sale, Landlord shall:

- a. keep adequate records of the outstanding and unpaid rent and the sale of Tenant's personal property;
- b. hold for the benefit of Tenant any excess proceeds that have been returned as undeliverable.

ii. Tenant Payment.

If Tenant notifies Landlord in writing on or before the date Landlord sells or otherwise disposes of the personal property that Tenant intends to remove the personal property from the Premises or the place of safekeeping, Tenant has five days to reclaim the personal property. To reclaim the personal property Tenant must only pay for the costs associated with removal and storage for the period Tenant's personal property was stored. Except as provided in subsections above for personal property exempt from storage requirements, within five days after a written offer by Tenant to pay the applicable storage or removal costs Landlord must surrender possession of the personal property in Landlord's possession to Tenant upon Tenant's tender of payment. If Landlord fails to surrender possession of the personal property to Tenant, Tenant may recover the possessions or an amount equal to the damages determined by the court if Landlord has destroyed or disposed of the possessions before the fourteen days specified in this section or after Tenant's offer to pay.

iii. Disposal.

If Tenant returns to Landlord the keys to the Premises and there is personal property remaining in the Premises, Landlord may immediately remove and dispose of the personal property without liability to Tenant or a third party unless Landlord and Tenant have agreed in writing to

some other treatment of the property.

25. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** So long as Tenant is not in default under this Agreement, Tenant is entitled to quiet enjoyment of the Premises. Per A.R.S. § 33-1343, Tenant shall not unreasonably withhold consent to Landlord to enter into the Premises in order to inspect the Premises; to make necessary or agreed repairs, decorations, alterations, or improvements; to supply necessary or agreed services; or to exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. If Tenant notifies Landlord of a service request or a request for maintenance as prescribed in A.R.S. § 33-1341, paragraph 8, the notice from Tenant constitutes permission from Tenant for Landlord to enter the Premises pursuant to this section for the sole purpose of acting on the service or maintenance request and Tenant waives receipt of any separate or additional access notice that may be required pursuant to this section. Landlord may enter the Premises without consent of Tenant in case of emergency. Landlord shall not abuse the right to access or use it to harass Tenant. Except in case of emergency or if it is impracticable to do so, Landlord shall give Tenant at least **two days'** notice of Landlord's intent to enter and enter only at reasonable times. Landlord has no other right of access except by court order and as permitted by A.R.S. § 33-1369 and A.R.S. § 33-1370, or if Tenant has abandoned or surrendered the Premises. If Tenant refuses to allow lawful access, Landlord may obtain injunctive relief to compel access, or terminate this Agreement. In either case, Landlord may recover actual damages. If Landlord makes an unlawful entry, a lawful entry in an unreasonable manner, or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing Tenant; Tenant may obtain injunctive relief to prevent the recurrence of the conduct or terminate this Agreement. In either case, the Tenant may recover actual damages not less than an amount equal to one month's rent.
26. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.
27. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.
28. **GROUNDS FOR TERMINATION OF THE TENANCY.**

- A. **Termination By Landlord.** Landlord may terminate this Agreement if:
- i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
 - ii. Tenant commits a material noncompliance with this Agreement per A.R.S. § 33-1368;
 - iii. Tenant refuses to allow lawful access per A.R.S. § 33-1376(A);
or
 - iv. otherwise provided by law.

- B. **Termination By Tenant.** Tenant may terminate this Agreement if:
- i. Tenant is the victim of domestic violence as defined in A.R.S. § 13-3601;
 - ii. Tenant is a law enforcement officer protected under an injunction against harassment per A.R.S. § 33-1318.01;
 - iii. Landlord commits a material noncompliance with this Agreement per A.R.S. § 33-1361;
 - iv. the Premises is damaged or destroyed by fire or casualty to an extent that enjoyment of the Premises is substantially impaired per A.R.S. § 33-1366;
 - v. Landlord unlawfully removes or excludes Tenant from the Premises or willfully diminishes services to Tenant by interrupting or causing the interruption of electric, gas, water or other essential service to Tenant per A.R.S. § 33-1367;
 - vi. Landlord makes an unlawful entry, a lawful entry in an unreasonable manner, or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing the Tenant per A.R.S. § 33-1376; or
 - vii. otherwise provided by law.

29. **INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.

30. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.

31. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or

business purpose.

32. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
33. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Landlord, any person managing the Premises, and anyone designated by Landlord are authorized to accept service of process and receive other notices and demands at Landlord's address listed below. Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally or mailed by registered or certified mail as follows:
 - A. To Tenant: the Premises, or at Tenant's last known address
 - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}
34. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
{AdditionalProvisions}
35. **ARIZONA RESIDENTIAL LANDLORD TENANT ACT.** Tenant may download a copy of the Arizona Residential Landlord and Tenant Act from the Department of Housing's website at <https://housing.az.gov>
36. **REMOVAL OF GUEST.** Per A.R.S. § 33-1378, A person who is a guest of Tenant who is not named on this Agreement and who remains on the Premises without the permission of Tenant or Landlord is not a lawful tenant and that person's presence in or on the Premises does not constitute residency or tenancy. A person who knowingly remains on the Premises without the permission of Tenant or Landlord may be removed by a law enforcement officer at the request of Tenant or Landlord who is entitled to possession of the Premises.
37. **ATTORNEYS' FEES.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover damages, reasonable attorneys' fees and court costs. Tenant shall pay for Landlord's attorneys' fees and costs associated with a contested forcible entry and detainer action.
38. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
39. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
40. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
41. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

42. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant. Landlord shall provide Tenant with one fully executed copy of this Agreement within a reasonable time after its execution.

Effective as of the date first set forth above.

{SignatureBlock_ALL_Signatures+Date+Emails}