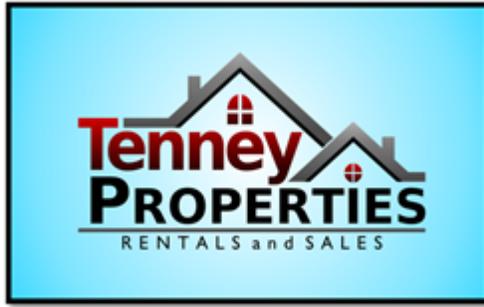


Office Address: 391 W Deuce of Clubs Suite B, Show Low AZ 85901  
Bus (928) 532-1111 • FAX (928) 537-9363  
[www.tenneyproperties.com](http://www.tenneyproperties.com)

Agent must clarify the following before the Tenant signs this lease agreement.

### Tenant understands the following:

- all fees and fines (see 6. **FEES/FINES**)
- when rents are considered late (see 6. **FEES/FINES**)
- when rent is due (see 5. **RENT PAYMENT**)
- they are to switch the utilities into their name within 3 days of move-in (see 7. **UTILITY COST ADJUSTMENT DURING LEASE TERM**)
- how to sign-in to their Tenant Portal (email or give Tenant Portal Manual)
- how to pay rent online
- how to sign up for auto rent e-pay
- how to fill out the move-in inspection form and that they have 5 days to get it back to Tenney Properties (see 18. **MOVE-IN INSPECTION**)
- that they will be accountable for damages and cleanliness not noted in move-in inspection form
- the services they are responsible for: pool, yard, pest control, etc. (see 31. **MISCELLANEOUS MATTERS**)
- crime free addendum (see Addendum A **CRIME FREE LEASE ADDENDUM**)
- pet policy (see 30. **PETS**)
- smoking policy (see 24. **SMOKERS**)
- when their next rent payment is due (see 5. **RENT PAYMENT**)
- how to fill out a work-order online
- the maintenance the Owner is accountable for (see 8. **MAINTENANCE AND REPAIRS**)
- the maintenance the Tenant is accountable for (see 8. **MAINTENANCE AND REPAIRS**)
- how and when to send a 30 day notice of cancellation after the lease end date (see 4. **NOTICE**)
- that they must get the carpets **PROFESSIONALLY** cleaned and provide a receipt upon move out (If this is not provided, their deposits will be charged for a professional carpet cleaning) (see 20 C. **CARPET CLEANING**)
- all the codes needed for the garage, gate, etc.
- how to get their mail
- that in the case of emergencies or after hours, they should call 911 or the appropriate trade
- that they are entering into a legal binding contract
- they must read the entire contract before signing it
- they are strongly urged to get Renters Insurance
- they must review all Rules and Regulations, CC&Rs and all other governing documents
- their rights and obligations in pursuant to the Landlord Tenant Act  
(a copy can be obtained at [www.azsos.gov](http://www.azsos.gov))



### LEASE AGREEMENT

**THIS AGREEMENT** is made, and entered into, on **datedate**, by and between, **name of owner**, "Owner," herein known as Landlord and **name(s) of tenant(s)**, herein known as Tenant

- 1) **AGENT:** Tenant understands Tenney Properties, is the acting agent of the "Owner," Landlord. This Rental/Lease Agreement shall be binding if management of the property is transferred to the "Landlord" or any agent procured by the Landlord.
- 2) **PREMISES:** Landlord rents to the Tenant, and the Tenant rents from the Landlord, the premises known as **complete address of property**.
- 3) **TERM OF TENANCY:** Tenant agrees to rent for a minimum of # of months from **beginning date of lease to ending date of lease** at a rental rate of \$0000 per month, for **number** months, or \$00.00 per day. Thereafter, this Rental/Lease agreement will become a month-to-month tenancy, based upon the same terms and conditions stated herein, and will continue at \$0000 per month, unless modified in writing.
- 4) **NOTICE:** The Tenant can serve notice on Landlord and/or Landlord's Agent at Tenney Properties, 391 W Deuce of Clubs Suite B, Show Low, AZ 85901, or any address designated by Landlord or Landlord's Agent. Notice begins on the day notice is received by Landlord or Landlord's agent and must be in writing. Tenant can give notice by postal service, personal delivery, email, and/or facsimile. Except as prohibited by law, either party may cancel this Agreement after **number of months on lease** months, by service upon the other, with a written **30-Day Notice to Vacate**. Therefore, a **30-Day Notice to Vacate** can be given by either party on **date notice can be given** or thereafter. Any holding over thereafter shall result in Tenant being liable to Landlord for "rental damage" at the fair rental value of \$rent divided by number of days per day. Tenant is responsible for payment of rent during the **30-day notice period**.
- 5) **PAYMENT OF RENT:** Rent is due in advance, on the first (1st) day of each month no later than 5 p.m., *no exceptions*. Rent is payable to **Tenney Properties**, 391 W Deuce of Clubs Suite B. Show Low, AZ 85901, or online at [www.tennevproperties.com](http://www.tennevproperties.com). The Tenant is to pay with a personal check, direct deposit, cashier's check, certified check or money order in the exact amount due. No second party checks will be accepted.
- 6) **FEES/FINES** Tenant must pay: (1) a late fee of **\$50.00** if rent is paid after the 3rd (third) day of each month regardless of holidays or weekends. (2) **\$10.00** per day for each day thereafter that any portion of the rent is delinquent. *Only cashiers checks and money orders will be accepted after the 5<sup>th</sup> day of the month.* (3) **\$50.00** for each non-sufficient fund check returned by the Tenant's bank and thereafter all future rents and charges must be paid *only* in the form of cashier's checks or money orders. (4) the costs or repairs caused by damages due to an act of neglect by Tenant's guest. (5) a **\$300.00** fine for bringing an unauthorized pet on the property. (6) a **\$50.00** fee for document preparation and services in the event of requiring a 5-day notice of eviction. (7) a **\$250.00** fee for each time the Tenant's account is sent to the court for a Forcible Detainer/Judgment. (8) a **\$150.00** fee for each time a Writ of Execution is prepared for the Tenant.  
Tenant's failure to pay any rent or any other charges due may provide basis for termination of the Rental Agreement at the option of Landlord. Tenant further agrees that Landlord has the exclusive right to determine how Tenant's payments are applied towards the various monetary obligations of this Rental Agreement (i.e. rent, unpaid deposits, unpaid fees, charges and/or pet permit violations).
- 7) **UTILITY COST ADJUSTMENT DURING LEASE TERM:** Tenant shall arrange for all utility services necessary on the Premises and be responsible for the payment. Landlord shall have the utilities turned off if services are not transferred to the Tenant within three business days of the effective lease date. Tenant agrees to leave the electricity/gas on and the heat set at a maintained temperature to eliminate freezing for 3 business days after vacating.
- 8) **MAINTENANCE AND REPAIRS: Tenant shall, at its sole expense:** (a) Maintain the Premises and comply with all local codes and regulations; (b) Keep lawns, yard, trees, shrubbery, and swimming pool (if applicable) in the same condition and repair as at the beginning of this Lease; (c) Dispose of all garbage and waste in a clean and safe manner; (d) Be responsible for any repairs due to Tenant's neglect or damages, reasonable wear and tear expected; (e) Reimburse Tenant's security deposits in the event of a city or HOA complaint. If complaint is not cured after Landlord has given 48 hours notice to cure the complaint, Landlord shall have the weeds pulled, lawn mowed, or trash picked up and charged to the Tenant's security deposits; (f) Keep air conditioning filters clean and free of dirt. If filter is found dirty during a repair, Tenant may be liable for damages to the air conditioning unit; (g) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord; (h) Not obstruct or cover the windows or doors; (i) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;

**Landlord is responsible for the following if they were included in the lease: (a) Ovens/Ranges; (b) Dishwashers; (c) Mechanical pool parts; (d) Heating/Cooling units, unless neglected by the Tenant; (e) Major plumbing issues; (f) Hot water heaters; (g) Keeping the Premises fit and habitable;**

- 9) **ACCESS:** Landlord will not enter Tenant's unit without prior 48-hour notice except to deal with an emergency. Tenant further agrees that the notification to Landlord of service or maintenance request grants Landlord authority to enter the unit at all reasonable times for the purpose of that request, and Landlord must have advance written permission from Tenant to open Tenant's unit for others (i.e. delivery personnel, service personnel, friends, etc.). Tenant is aware that under these circumstances, Landlord is not responsible for lost or stolen articles. Tenant allows that the property may be shown during the last thirty (30) days of the tenancy to prospective Tenants, buyers, or others with a **24-hour phone notice**. Tenant acknowledges that it is impractical to give 48 hours written notice during this last thirty-day time period and shall allow access as agreed herein.
- 10) **TENANT'S POLICIES:** (a) Tenant shall not decorate or alter the unit, patio or balcony area, change door locks, add a new lock, have a waterbed, sublet, or park a motorized vehicle in the premises without written permission from Landlord. (b) Tenant further agrees to comply with state statutes and city ordinances, which are applicable to the premises. (c) Tenant shall show due consideration of his neighbors and not interfere with other Tenants' quiet enjoyment, and Landlord shall be sole judge of acceptable conduct. (d) Tenant has carefully inspected the premises and finds them to be in a clean, rentable, undamaged condition except as may be noted otherwise in the unit inventory. Tenant agrees to exercise reasonable care in the use of the premises and maintain and redeliver the same in a clean, safe and undamaged condition. (e) Guest(s) of the Tenant must have Landlord's written consent if they stay in the premises more than **15 days**.
- 11) **ABANDONMENT OR EARLY TERMINATION:** Abandonment means absence of the Tenant from the dwelling unit without notice to Landlord for at least seven (7) days if rent for the unit is outstanding and unpaid for ten (10) days and there is no reasonable evidence, other than the presence of the Tenant's personal property that the Tenant is occupying the unit. Such abandonment shall not constitute "surrender" without the consent of Landlord. In the event of abandonment, Landlord shall be entitled to all remedies of the law or in equity. The law provides that if personal property is abandoned by the Tenant and determined by Landlord to be of less value than the cost of moving, storage and conducting a sale of such personal property, Landlord may destroy or otherwise dispose of any or all of the abandoned property. Tenant agrees to pay rent until the Residence is reoccupied or until the expiration of the Lease Agreement, whichever comes first.
- 12) **RULES, REGULATIONS AND APPLICABLE LAW:** Both Landlord and Tenant agree to comply with applicable laws, ordinances, regulations, Covenants, Conditions and Restrictions, and Homeowners' Association rules and regulations concerning the premises. Tenant agrees to supervise Tenant's family, guests and invitees to insure their compliance with these rules, regulations, and laws. Tenant shall be responsible for any actions of Tenant's family, guests and invitees who violate this Agreement or Landlord's rules or regulations, pursuant to A.R.S. § 33-1368(G). Tenant is responsible for any fines or penalties assessed by any governing body as a result of Tenant's violation of any of these rules, regulations, and laws. Landlord may cure the violation at the expense of the Tenant if violation is not cured after receiving 48-hours written notice from Landlord. Tenant also agrees to pay a **fine of \$25.00** to Landlord for each violation received from the HOA or City for administration. The Tenant has either received a copy of any rules, regulations, and laws concerning the premises, or has made an independent investigation of the applicability of such rules, regulations and laws as to the Tenant's use of the premises. If the state, county, municipal or other governmental bodies adopt new ordinances, rules or other legal provisions affecting this Agreement, the Landlord may make immediate amendments to bring this Agreement into compliance with the law. In such event, the Landlord agrees to give Tenant written notice that this Agreement has been amended and shall provide a brief description of the amendment and the effective date. A.R.S. § 33-1342(C).
- 13) **INDEMNIFICATION:** Landlord shall not be liable for any damage or injury to the Tenant(s) or any other person, or to any property, occurring on the premises, or any part thereof, or in the common areas thereof, unless such damage is the proximate result of gross negligence or unlawful act of Landlord, its agency, or employees. Tenant agrees to hold Landlord harmless from any and all claims for damages no matter how caused, except for injury or damages for which Landlord is legally responsible. Tenant shall be responsible for obtaining fire, extended coverage and liability insurance with respect to the contents of the apartment. Tenant understands that **Landlord's insurance does not cover Tenant's belongings from losses** not caused by Landlord's negligence and **Landlord encourages Tenant to obtain an all-risk policy** in addition to marking all valuables for "Operation Identification".
- 14) **WAIVER:** Failure of Landlord to insist upon strict compliance with the terms of this Lease agreement shall not constitute a waiver of Landlord's rights to act on any violation.
- 15) **ATTORNEY'S FEES:** In the event of legal action to enforce compliance with this Rental Agreement, the prevailing party may be awarded court costs and reasonable attorney's fees.
- 16) **SEVERABILITY:** If any provision of this Lease Agreement is invalid under applicable law, such provisions shall be ineffective to the extent of such invalidity only, without invalidating the remainder of this Lease Agreement.
- 17) **REMEDIES CUMULATIVE:** All remedies under this Lease Agreement by law or equity shall be cumulative.
- 18) **MOVE-IN INSPECTION:** Tenant acknowledges receiving the Move-in/Move-out inspection form. Tenant shall hereby have 5 (five) days after taking possession of the Premises to deliver completed checklist with photos documenting any defects to Landlord. Failure to provide Landlord with completed checklist and photos within the 5 (five) days shall constitute Tenant's acknowledgement that there are no defects and that Tenant has accepted the Premises and appliances in good and acceptable condition. If a written agreement to perform specific repairs on the Property is not received by Landlord, it is understood by both parties that Tenant is accepting the property in its AS-IS condition.

- 19) **TRANSFERS:** Military personnel on active duty may terminate the Rental Agreement upon receipt of orders transferring to another base, releasing from active duty, or ordering occupancy of government quarters. Tenant agrees to give as much written notice as possible and rent will be prorated from the notice date to move-out date. An assignment instruction for the voluntary occupancy of government quarters is not sufficient for termination of this Rental Agreement.
- 20) **SECURITY DEPOSITS:** If deposit is used for returned check fees, late fees, maintenance or other charges or fees, Tenant agrees to replenish the Deposits to the original amount upon five (5) day written demand by Landlord. Failure to comply within the five (5) day cure period to replenish deposits, Landlord may terminate this Lease. Tenant acknowledges that Deposits **may not** be used as rent. Landlord will maintain a Trust Account for deposits and may place and combine these deposits with interest bearing belonging to Landlord.
- Security deposits may be used as follows:**
- A. **BREACH:** Deposit will be forfeited if Tenant breaches this lease agreement.
- B. **INADEQUATE CLEANING:** If Tenant does not complete the cleaning requirements listed and determined by Landlord. (Normal wear and tear accepted.)
- C. **CARPET CLEANING:** If Tenant fails to give Landlord a copy of a receipt from a PROFESSIONAL carpet cleaner dated within a one week of move-out date.
- D. **PROPERTY DAMAGE:** Tenant agrees that if Premises are not returned in the same condition as Tenant received it, less normal wear and tear as determined by Landlord, Tenant will be charged Landlord's cost to repair. Personal property remaining after move-out will be disposed of without accountability.
- E. **OTHER:** Tenant agrees to pay any unpaid preparation fee, pet sanitizing fees, late charges, maintenance, lost key charges or other unpaid charges or fees. Failure to vacate on move-out date will cost the Renter daily rent plus two months' rent or twice the Landlord's damages, whichever is greater as provided by law.
- F. **IMPORTANT:** Landlord will first apply security and pet deposits to satisfy the charges listed above in Paragraphs A through F. HOWEVER, IF THESE DEPOSITS ARE INSUFFICIENT TO SATISFY THE TOTAL CHARGES, LANDLORD WILL SEND TENANT, AT THE MOST CURRENT ADDRESS TENANT GIVES LANDLORD, AN ITEMIZED BILL WHICH TENANT AGREES TO PAY PROMPTLY. LANDLORD AGREES TO RETURN ALL REFUNDABLE DEPOSITS IN ACCORDANCE WITH A.R.S. § 33-1321.
- 21) **GENERAL PROVISIONS:** Owner or Landlord has made no oral promises, representation, or agreements. This Lease is the entire agreement between the parties, and Landlord (including its employees, leasing personnel and other personnel) has no Authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on Owner or Landlord unless done in writing. Further, Tenant may obtain a copy of the Arizona Residential Landlord and Tenant Act at the Arizona Secretary of State's Office. Tenant may be present at a move-out inspection of the rental unit with written notice to the Landlord. Tenant further acknowledges that he/she was provided a copy of the Federal Lead Hazard pamphlet and accepts responsibility for reading and understanding its contents.
- 22) **FAIR HOUSING ACCOMMODATIONS:** Landlord is dedicated to honoring Federal and Arizona Fair Housing laws. Accommodations will be made/allowed as reasonably necessary, in order to enable Tenants with disabilities to utilize the rental premises. Landlord reserves the right to require reasonable medical evidence of the disability and that the requested accommodation is necessary. The Tenant may be required to restore the premises to their prior condition if failure to make restoration would interfere with the Owner's or next Tenant's use and enjoyment of the premises.
- 23) **AGREEMENT AND ACCEPTANCE:** Tenant agrees (1) to live within the spirit and letter of this entire Agreement including the Rental Application, the Apartment/House inventory, and Pet Agreement (if applicable), all of which are attached; (2) that each obligation of this Agreement is material and a violation of any obligation entitles Landlord to terminate this Agreement and/or exercise any other legal rights it may possess; (3) that the Tenant designated below as "Tenant" shall deliver the total rent due each month to Landlord, occupy the assigned parking space (if applicable) and receive any security refund (if applicable); and (4) upon written notice from Landlord, this Agreement will convert to a month-to-month tenancy if false and/or misleading information is contained in the Lease Application.
- 24) **SMOKERS:** Tenant agrees that there shall be no smoking of cigarettes, cigars, etc. inside the rental property at any time. Any smoking must be done outside of the rental property. Tenant agrees to pay Landlord a fine of **\$500.00** for a violation of this provision and further understands that this is grounds for noncompliance of the Lease Agreement and all possible resulting legal ramifications.
- 25) **SATELLITE DISHES:** Tenant agrees that if Tenant elects to install a satellite dish, he shall comply with all FCC regulations and any other restrictions that Landlord may prohibit regarding the placement of said satellite dish. Landlord will not unreasonably prohibit the placement of said satellite dish but will require the Tenant to fully comply with all regulations and/or conditions that includes but is not limited to no holes being drilled in outside walls, roofs, or windows and balcony railings. Furthermore, no part of the dish or antenna can extend beyond the balcony railing line, which is in the sole exclusive use of the Tenant.
- 26) **TENANT LIABILITY/RENTER'S INSURANCE:** Tenant assumes all liability for personal injury, property damage or loss, and insurable risks. Landlord strongly recommends that Tenant obtain and keep renter's insurance in full force and effect during the full term of this Agreement.
- 27) **JURY TRIAL WAIVER:** Tenant and Landlord agree that in the event of any litigation including a Special/Forcible Detainer action or civil litigation, that the parties waive their rights to a jury and agree that a Judge may hear the matter.

- 28) **COLLECTION AGENCY CHARGES:** Tenant agrees that in the event he defaults in the Lease Agreement and his account is turned over to a collection agency, he shall pay the costs of the collection agency in addition to the full amount due the Landlord for breach of the lease agreement.
- 29) **SWIMMING POOL BARRIER:** Tenant agrees to investigate all applicable laws regarding swimming pool barrier regulations. Which includes all state, county, and municipal laws and agrees to comply with these laws while occupying the Property. Landlord and Tenant expressly relieve and indemnify Broker from any and all liability and responsibility for compliance of any and all pool barrier laws and regulations.
- 30) **PETS: # of pets** No pets allowed. Tenant agrees not to keep or permit any pets on the Premises without prior written consent of the Landlord. Landlord hereby grants Tenant permission to keep the following pets on the premises:  
 Breed: **Breed of pet** Name: **Pets name** Breed: **Breed of pet** Name: **Pets name**  
 Breed: **Breed of pet** Name: **Pets name** Breed: **Breed of pet** Name: **Pets name**

31) **MISCELLANEOUS MATTERS:**

The following shall be the responsibility of the party indicated:

- |                                |                                   |                                   |                                      |                                         |
|--------------------------------|-----------------------------------|-----------------------------------|--------------------------------------|-----------------------------------------|
| A. Pool Maintenance            | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant   | <input type="checkbox"/> Association | <input type="checkbox"/> Not applicable |
| B. Pest Control                | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant   | <input type="checkbox"/> Association | <input type="checkbox"/> Not applicable |
| C. Yard Maintenance            | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant   | <input type="checkbox"/> Association | <input type="checkbox"/> Not applicable |
| D. Home Owner Association Fees |                                   | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant      | <input type="checkbox"/> Not applicable |
| E. Miscellaneous <b>Other</b>  | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant   |                                      | <input type="checkbox"/> Not applicable |
| <b>Other</b>                   | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant   |                                      | <input type="checkbox"/> Not applicable |
| <b>Other</b>                   | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant   |                                      | <input type="checkbox"/> Not applicable |

- 32) **KEYS AND CONTROLS:** The Landlord and/or Landlord's Agent is to retain keys to the property. If the Tenant causes a lock change, Tenant shall furnish within five (5) working days, a new set of keys, or pay for the cost of the lock change. The tenant is to re-key the locks on the property with the same type of lockset. If the tenant does not furnish the keys when vacating, the Tenant agrees to pay the cost of re-keying of the property, the cost of any lost keys or controls listed below which have been furnished to tenant. The tenant upon occupancy has been given the following keys and controls:

|   |             |   |                 |          |
|---|-------------|---|-----------------|----------|
| 0 | House keys  | 0 | Laundry key     | Other: 0 |
| 0 | Mailbox key | 0 | Garage Openers: |          |

33) **PAYMENTS PRIOR TO OCCUPANCY:**

|                                |               |                |    |          |         |                 |
|--------------------------------|---------------|----------------|----|----------|---------|-----------------|
| Prorated Rent                  | \$0000        | 00/00/00       | To | 00/00/00 | Due on  | 00/00/00        |
| Cleaning Deposit               | \$150.00      | Refundable     |    |          | Due on  | 00/00/00        |
| Security Deposit:              | \$0000        | Refundable     |    |          | Due on  | 00/00/00        |
| Admin Fee:                     | \$150.00      | Non-Refundable |    |          | Due on  | 00/00/00        |
| Holding Deposit:               | \$0000        |                |    |          | Paid on | 00/00/00        |
| Application fee:               | \$0000        | Non-Refundable |    |          | Paid on | 00/00/00        |
| First Month's Rent:            | \$0000        |                |    |          | Due on  | 00/00/00        |
| Other:                         | \$0000        |                |    |          | Due on  | 00/00/00        |
| <b>Total due upon move-in:</b> | <b>\$0000</b> |                |    |          | Due on  | <b>00/00/00</b> |

Occupancy is limited to those persons named below only.

|                  |      |                  |      |                  |      |
|------------------|------|------------------|------|------------------|------|
| name of occupant | Age, | name of occupant | Age, | name of occupant | Age, |
| name of occupant | Age, | name of occupant | Age, | name of occupant | Age, |
| name of occupant | Age, | name of occupant | Age, | name of occupant | Age, |

34) **OTHER: N/A**

- 35) **ATTACHMENTS:** The undersigned Tenant acknowledges, by initialing the following attachments to this Rental/Lease Agreement, the attachments are incorporated herein:

|       |                                             |                               |
|-------|---------------------------------------------|-------------------------------|
| _____ | Mold Disclosure/Crime Free Lease Addendum   | Addendum A, one page          |
| _____ | Move in/Move out Sheet                      | Addendum B, three pages       |
| _____ | Pet Addendum                                | <b>Attachment #, one page</b> |
| _____ | Maintenance Addendum                        | <b>Attachment #, one page</b> |
| _____ | Homeowner's Association Rules & Regulations | <b>Attachment #</b>           |
| _____ | Other: <b>n/a</b>                           | <b>Attachment #</b>           |

|               |       |       |      |                                    |
|---------------|-------|-------|------|------------------------------------|
| Tenant 1 Name | _____ | _____ | Date | Agent Print: _____                 |
| Tenant 2 Name | _____ | _____ |      | Sign: _____ Date: _____            |
| Tenant 3 Name | _____ | _____ |      |                                    |
| Tenant 4 Name | _____ | _____ |      | Broker Initials: _____ Date: _____ |

**NOTICE AND DISCLOSURE REGARDING MOLD (RENTAL)**

**Addendum A**

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 seller. The only way to provide any reasonable assurance that a property does not have mold or other health hazard problem 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 the 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.

By signing below, Tenant acknowledges receipt of this notice.

**CRIME FREE ADDENDUM TO RENTAL AGREEMENT**

In consideration of the execution of or renewal of a Lease of the unit identified in the Rental Agreement, the parties agree as follows:

1. Tenant, any member of the Tenant’s household or a guest or other person under the Tenant’s control 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 a controlled substance (as defined in Section 102 of the Controlled Substance Act {21 U.S.C. 02}).
2. Tenant, any member of the Tenant’s household, or a guest of another person under the Tenant’s control shall not engage in any act intended to facilitate criminal activity, including drug related criminal activity on or near the said premises.
3. Tenant or members of the household will not permit the 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. Tenant, any member of the Tenant’s household or guest, or another person under the Tenant’s control shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance as defined in A.R.S. § 13-3451, at any locations whether on or near the premises or otherwise.
5. Tenant, any member of the Tenant’s household, or a guest or another person under the Tenant’s control shall not engage in any illegal activity, including prostitution, as defined in A.R.S. § 13-1211, 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 premises or any breach of the rental agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage, as defined in A.R.S. § 33-1368(A).
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY. A single violation of any of the provisions of this added Addendum 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 rental agreement under A.R.S. § 33-1368. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this Addendum and any other provision of the Rental Agreement, the provisions of the Addendum shall govern.
8. Tenant hereby authorizes Landlord to use all police generated reports as direct evidence in all eviction hearings and trials for violation of this Addendum.
9. This ADDENDUM is incorporated into the Lease Agreement executed or renewed this date between Landlord and Tenant.

Property Address: **Property Address**

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Agent: \_\_\_\_\_ Date: \_\_\_\_\_



**Move-In/Move-Out Addendum  
Addendum B**

The *Move-In/Move-Out* sheet for Rental Agreement dated date of agreement for *Tenant(s)* names of tenants for property at Complete Address. **ADDITIONAL TERMS AND CONDITIONS:** Tenant acknowledges that they have received the Move-in/Move-out inspection form Tenant shall hereby have 5 (five) days after taking possession of the Premises to deliver completed checklist with photos documenting any defects to Landlord. Failure to provide Landlord with completed checklist and photos within the 5 (five) days shall constitute Tenant's acknowledgement that there are no defects and has accepted the Premises and appliances in good and acceptable condition. If a written agreement to perform specific repairs on the Property is not received by Landlord, it is understood by both parties that Tenant is accepting the property in its AS-IS condition. Tenant is hereby given written notice that he/she is invited to be present at the move-out inspection. Tenant may obtain a copy of the Arizona Residential Landlord and Tenant Act from the Arizona Secretary of State's Office, 602-542-4086.

**Prior to move out, the Tenant has preformed the following maintenance:**

|                          |                                           |                          |                                |
|--------------------------|-------------------------------------------|--------------------------|--------------------------------|
| <input type="checkbox"/> | Professionally cleaned, including windows | <input type="checkbox"/> | Carpets professionally cleaned |
| <input type="checkbox"/> | Appliances checked                        | <input type="checkbox"/> | Smoke alarm checked & working  |
| <input type="checkbox"/> | Filter changed                            | <input type="checkbox"/> | Window coverings cleaned       |
| <input type="checkbox"/> | Landscape clean-up                        | <input type="checkbox"/> | Other                          |

|             |                 |                 |                 |
|-------------|-----------------|-----------------|-----------------|
| <b>CODE</b> | <b>G = good</b> | <b>F = fair</b> | <b>P = poor</b> |
|-------------|-----------------|-----------------|-----------------|

| <b>OUTSIDE AREAS</b>    | <b>Move-In</b> | <b>Move-Out</b> |
|-------------------------|----------------|-----------------|
| Front porch             |                |                 |
| Front yard              |                |                 |
| Side yards              |                |                 |
| Back Yard               |                |                 |
| Decks, if applicable    |                |                 |
| Drive way               |                |                 |
| <b>ENTRY</b>            | <b>Move-In</b> | <b>Move-Out</b> |
| Floors/walls/ceiling    |                |                 |
| Lights/fans             |                |                 |
| Doors/closets           |                |                 |
| Windows/screens, etc.   |                |                 |
| <b>LIVING ROOM</b>      | <b>Move-In</b> | <b>Move-Out</b> |
| Floors                  |                |                 |
| Walls/Ceiling           |                |                 |
| Lights/Fans             |                |                 |
| Doors                   |                |                 |
| Windows/screens         |                |                 |
| Window coverings        |                |                 |
| Fireplace               |                |                 |
| <b>FAMILY ROOM</b>      | <b>Move-In</b> | <b>Move-Out</b> |
| Floors                  |                |                 |
| Walls/Ceiling           |                |                 |
| Lights/Fans             |                |                 |
| Doors                   |                |                 |
| Windows/Screens         |                |                 |
| Window coverings        |                |                 |
| Fireplace               |                |                 |
| <b>DINING ROOM/AREA</b> | <b>Move-In</b> | <b>Move-Out</b> |
| Floors                  |                |                 |
| Walls/Ceilings          |                |                 |
| Lights/Fans             |                |                 |
| Doors                   |                |                 |
| Windows/screens         |                |                 |
| Window coverings        |                |                 |
| <b>HALLWAY</b>          | <b>Move-In</b> | <b>Move-Out</b> |
| Floors                  |                |                 |
| Walls/Ceiling           |                |                 |
| Lights                  |                |                 |

| <b>KITCHEN</b>              | <b>Move-In</b> |  | <b>Move-Out</b> |  |
|-----------------------------|----------------|--|-----------------|--|
| Floors                      |                |  |                 |  |
| Walls/Ceilings              |                |  |                 |  |
| Lights/Fans                 |                |  |                 |  |
| Doors                       |                |  |                 |  |
| Windows/Screens/Drape       |                |  |                 |  |
| Sink/Faucets                |                |  |                 |  |
| Dishwasher                  |                |  |                 |  |
| Garbage Disposal            |                |  |                 |  |
| Stove/Oven/Microwave        |                |  |                 |  |
| Refrigerator, if applicable |                |  |                 |  |
| Countertops                 |                |  |                 |  |
| Cabinets                    |                |  |                 |  |
| <b>MASTER BEDROOM</b>       | <b>Move-In</b> |  | <b>Move-Out</b> |  |
| Floors                      |                |  |                 |  |
| Walls                       |                |  |                 |  |
| Ceiling                     |                |  |                 |  |
| Lights/Fans                 |                |  |                 |  |
| Doors                       |                |  |                 |  |
| Windows                     |                |  |                 |  |
| Window coverings            |                |  |                 |  |
| Screens                     |                |  |                 |  |
| Fireplace                   |                |  |                 |  |
| Closets                     |                |  |                 |  |
| <b>BEDROOM 1</b>            | <b>Move-In</b> |  | <b>Move-Out</b> |  |
| Floors                      |                |  |                 |  |
| Walls                       |                |  |                 |  |
| Ceiling                     |                |  |                 |  |
| Lights/Fans                 |                |  |                 |  |
| Doors                       |                |  |                 |  |
| Windows                     |                |  |                 |  |
| Window coverings            |                |  |                 |  |
| Screens                     |                |  |                 |  |
| Closets                     |                |  |                 |  |
| <b>BEDROOM 2</b>            | <b>Move-In</b> |  | <b>Move-Out</b> |  |
| Floors                      |                |  |                 |  |
| Walls                       |                |  |                 |  |
| Ceiling                     |                |  |                 |  |
| Lights/Fans                 |                |  |                 |  |
| Doors                       |                |  |                 |  |
| Windows                     |                |  |                 |  |
| Window coverings            |                |  |                 |  |
| Screens                     |                |  |                 |  |
| Closets                     |                |  |                 |  |
| <b>BEDROOM 3 &amp; 4</b>    | <b>Move-In</b> |  | <b>Move-Out</b> |  |
| Floors                      |                |  |                 |  |
| Walls                       |                |  |                 |  |
| Ceiling                     |                |  |                 |  |
| Lights/Fans                 |                |  |                 |  |
| Doors                       |                |  |                 |  |
| Windows                     |                |  |                 |  |
| Window coverings            |                |  |                 |  |
| Screens                     |                |  |                 |  |
| Closets                     |                |  |                 |  |

| <b>MASTER BATHROOM</b>  | <i>Move-In</i> | <i>Move-Out</i> |
|-------------------------|----------------|-----------------|
| Floors                  |                |                 |
| Walls/Ceilings          |                |                 |
| Lights/Fans             |                |                 |
| Doors                   |                |                 |
| Windows/Screens/Curtain |                |                 |
| Sinks/Faucets           |                |                 |
| Tub/Shower              |                |                 |
| Toilet                  |                |                 |
| Countertops/Cabinets    |                |                 |
| <b>BATHROOM 2</b>       | <i>Move-In</i> | <i>Move-Out</i> |
| Floors                  |                |                 |
| Walls/Ceilings          |                |                 |
| Lights/Fans             |                |                 |
| Doors                   |                |                 |
| Windows/Screens/Curtain |                |                 |
| Sinks/Faucets           |                |                 |
| Tub/Shower              |                |                 |
| Toilet                  |                |                 |
| Countertops/Cabinets    |                |                 |
| <b>BATHROOM 3</b>       | <i>Move-In</i> | <i>Move-Out</i> |
| Floors                  |                |                 |
| Walls/Ceilings          |                |                 |
| Lights/Fans             |                |                 |
| Doors                   |                |                 |
| Windows/Screens/Curtain |                |                 |
| Sinks/Faucets           |                |                 |
| Tub/Shower              |                |                 |
| Toilet                  |                |                 |
| Countertops/Cabinets    |                |                 |
| <b>GARAGE</b>           | <i>Move-In</i> | <i>Move-Out</i> |
| Walls                   |                |                 |
| Floor                   |                |                 |
| Laundry area            |                |                 |
| Door to house           |                |                 |
| Door to front of garage |                |                 |
| Side garage door        |                |                 |
| <b>OTHER</b>            | <i>Move-In</i> | <i>Move-Out</i> |
|                         |                |                 |
|                         |                |                 |

|                     |  |  |
|---------------------|--|--|
| <b>Refrigerator</b> |  |  |
| <b>Washer</b>       |  |  |
| <b>Dryer</b>        |  |  |
| <b>Other:</b>       |  |  |

**Tenant 1** \_\_\_\_\_

Date Received : \_\_\_\_\_

**Tenant 2** \_\_\_\_\_

\_\_\_\_\_

**Tenant 3** \_\_\_\_\_

\_\_\_\_\_

**Tenant 4** \_\_\_\_\_

Tenney Properties

**Date** \_\_\_\_\_

**Automated Clearing House (ACH)  
Tenant Authorization**



I

authorize *Tenney Properties* (originator) and **National Bank of Arizona** (originating depository financial institution) as listed below to initiate electronic entries to my account.

I accept responsibility for the accuracy of the information given to Tenney Properties.

This authority will remain in effect until I have cancelled this agreement in writing.

I can stop payment of any entry by notifying my financial institution 3 days before my account is charged.

I can have the amount of an erroneous charge immediately credited to my account up to 15 days following issuance of my financial institution statement or 60 days after posting, whichever occurs first.

Tenant name \_\_\_\_\_

Financial institution \_\_\_\_\_

Type of account  Checking  Savings

Full name on account (print) \_\_\_\_\_

Account number \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Please include a voided check or copy of a check; deposit slips are NOT accepted.  
Thank you.**

Originating depository financial institution \_\_\_\_\_

Routing number \_\_\_\_\_

Accepted by: \_\_\_\_\_

Date \_\_\_\_\_