



**RESIDENT LEASE AGREEMENT
Aspire Tucson**

RE: Apartment Lease Contract dated _____ (the "Lease"), between _____ ("Resident") and Aspire Tucson ("Owner") for 950 N Tyndall Ave, Tucson, Pima County, Arizona 85719, (Unit Common Area and Exclusive Space are collectively referred as the "Unit").

This Resident Lease Agreement and all other applicable addenda executed by the Resident (hereinafter referred to collectively as "Lease") is made and entered into by and between Aspire Tucson (the "Owner") and _____ ("Resident"). For and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

- 1. Lease - Unit.** Owner hereby reserves and leases to Resident and Resident hereby leases from Owner both a Unit Common Area and an Exclusive Space preferably situated in a _____ floorplan, or a substantially similar floorplan, described in further detail herein Section 5 below at Owner's apartment community generally located at 950 N Tyndall Ave, Tucson, Pima County, Arizona 85719 (collectively, "Unit"). On or before the beginning of the Lease term as set forth herein below in Section 2, Resident will be assigned to a particular Unit.
- 2. Term.** The Term of this Lease begins _____, and end at noon on _____. Resident is obligated to move out of the Unit at the expiration of the term of this Lease unless, prior to the expiration of the term of this Lease, Resident and Owner have executed another lease with a term commencing after the termination of this Lease.

In the event that a new Resident Lease Agreement is not executed, and Resident has not vacated and returned possession of the Unit on or before the expiration of the term of this Lease, Resident will automatically and immediately become a willful holdover and not in good faith resident pursuant to Arizona Law and Owner is entitled to recover from Resident holdover rent for the next month plus twice the monthly rental pursuant to A.R.S. Section 33-1362.D. Owner also has the right, but is not be obligated to, proceed with a suit under applicable law against Resident to recover possession of the Unit.

- 3. Rent and Other Charges.** The Base Rate, and any additional fees, taxes, or charges payable by the Resident will be referred to as "Rent". If the sales tax changes during the term of this Lease, Owner may adjust the amount of Rent (defined below) due to equal the difference caused by the tax change upon thirty (30) calendar days written notice to Resident.

The Total Rent due for this Lease Term is \$ _____ and Rent will be due and payable in 12 equal installments, without offset or deductions. Resident agrees to pay Rent as outlined below:

Due Date (on the 1st of Each Month):	Installment Amount
August 2019	\$ _____
September 2019	\$ _____
October 2019	\$ _____
November 2019	\$ _____
December 2019	\$ _____
January 2020	\$ _____
February 2020	\$ _____
March 2020	\$ _____
April 2020	\$ _____
May 2020	\$ _____
June 2020	\$ _____
July 2020	\$ _____

The Total Rent includes basic cable service, water, internet service, sewer, and furniture. Electricity is the responsibility of the Resident, as outlined in Section 8. Each such installment of the Total Rent may include additional recurring charges including, but not limited to Parking Fee, Pet Rent, applicable sale taxes, or other fees. (The installment amount and any additional recurring charges are referred to herein as "Rent").

(b) The total amount indicated above is to be deemed "Rent" for the Unit. All Rent payments must be paid on the 1st of the month, including the first (1st) installment to be paid on or by 08/01/2019. All remaining installments of Rent must be paid by Resident on or

before the first (1st) day of each subsequent calendar month without a grace period, in advance and without demand or offset to Owner's representative at the property's management office or at such other place as Owner designates until all Monthly Installments of Rent have been paid in full.

(c) **Green Fee.** In addition to Rent, on or before the start of the Lease term, Resident must pay a one (1) -time non-refundable Green Fee (to help offset administrative costs such as preparing necessary paperwork and setting up a file for Resident) of \$100.00 upon the execution of this Lease. Should Resident renew Resident's Lease at the expiration of the Term, Resident will be required pay another Green Fee as defined in a future Lease or Lease Renewal. The Owner's apartment community has been designated with Leadership in Energy and Environmental Design ("LEED") certificate by the U.S Green Building Council. LEED certification provides independent verification of a building's green features. The Green Fees help assist with the administrative costs of maintaining the LEED designation and allow for the design, construction, operations and maintenance of resource-efficient, high-performing, healthy, cost-effective property.

(d) Unless otherwise provided by applicable law, Resident's obligation to pay Rent is an independent covenant and not conditional upon the performance by Owner or Owner's responsibilities under this Lease. Unless otherwise provided by applicable law, Rent may not be withheld for any reason. Unless otherwise required by applicable law, Resident must make rental payments by check, money order or other traceable or negotiable instrument, as determined by Owner. No cash will be accepted. At any time, unless otherwise prohibited by applicable law, Owner must have the right, but not the obligation, to require Resident to pay Rent only by cashier's check or money order. Resident acknowledges that the Rent is deemed to be the monthly obligation of Resident and that, to the extent allowed by applicable law, in the event any other charges are due under this Lease by Resident, any amount paid to the Owner will be applied to such other charges before applying amounts paid to the Rent.

(e) **Late Fees.** If any Rent is not paid by the third (3rd) day of the month, Resident will pay an initial late charge of \$35.00 on the fourth (4th) day of the month plus a daily late charge of \$10.00 per day beginning on the fifth (5th) day of the month. Rent is delinquent until Rent is paid in full. Resident will also pay a \$35.00 charge for each returned check.

4. **Security Deposit.** As security for the performance of this Lease, Resident agrees to deposit with Owner the sum of \$_____ (the "Security Deposit"). Should charges be made against the Security Deposit during the term of this Lease because of breakage or other damages to the Unit, Resident agrees, after notice, to deposit such additional amounts as may be required to restore the Security Deposit to the original amount. When the Unit is vacated and Resident has turned in all keys for the Unit and after inspection by Owner, the Security Deposit shall be refunded to Resident, less any Rent, other amounts due under this Lease or any reasonable charges for cleaning and damages to the Unit (beyond reasonable wear and tear), PROVIDED RESIDENT VACATES THE UNIT ON OR BEFORE THE EXPIRATION OF THIS LEASE AND PROVIDED FURTHER THAT RESIDENT HAS FULFILLED ALL OF THE PROVISIONS OF THIS LEASE, INCLUDING THE COVENANT TO OCCUPY THE UNIT AND PAY RENT FOR THE FULL TERM OF THIS LEASE. Notwithstanding any other provision in this Lease, Resident may not withhold payment of any portion of the last month's Rent on grounds that the Security Deposit is security for unpaid Rent.

(a) **Refund:** Section 33-1321 of the Arizona Residential Landlord and Tenant Act ("Act") governs the obligations of the parties regarding the Security Deposit. Within fourteen (14) days (excluding weekends and holidays) after termination of the tenancy and delivery of possession to the Premises and demand by the Tenant, Landlord shall provide Tenant a list of all Deductions. The Security Deposit shall be returned to Tenant less any Deductions.

(b) **Deductions:** Owner may deduct reasonable charges from the security deposit for: (i) unpaid or accelerated rent; (ii) late charges; (iii) unpaid utilities; (iv) cleaning, deodorizing, damages, and repairs to the Unit or its contents; (v) pet violation charges; (vi) cost of repairs for which Resident is responsible; (vii) **COSTS OF REPLACING UNRETURNED KEYS**, garage door openers or other security devices; (viii) the removal of unauthorized locks or fixtures installed by Resident; (ix) pest control if required; (x) insufficient light bulbs; (xi) packing, removing, and storing abandoned property; (xii) removing abandoned or illegally parked vehicles; (xiii) costs of reletting, including brokerage fees; (xiv) attorney's fees and costs of court incurred in any proceeding against Resident; (xv) any fee due for early removal of an authorized key box; (xvi) any **costs incurred by the Owner to rekey a security device if Resident vacates the Unit in breach of the Lease**; and (xvii) other items provided by this Lease. If deductions exceed the Security Deposit, Resident will pay to Owner the excess within ten (10) days after Owner makes demand. The Security Deposit will be applied first to non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, if any, then to any unpaid rent. Upon move-out, Resident will thoroughly clean Unit and return it to the condition it was in at move-in. In the event Resident fails to move into the Unit, Owner is entitled to keep the entire security deposit as his liquidated damages incurred from removing the Unit from the market.

5. **Description of Lease.** The "Exclusive Space" is more particularly identified on the floor plan attached hereto as Exhibit "A." The Exclusive Space must be exclusively for the use and occupation of Resident. Provided, however, in the event that there are two beds within an Exclusive Space, Resident acknowledges that: (i) Resident has the right to use the bed identified as Resident's bed on Exhibit "A"; and (ii) Resident will occupy the Exclusive Space with another resident and be jointly and severally responsible with the other resident for any damages to the Exclusive Space. The Resident has the non-exclusive right to use the areas and amenities located within the "Unit Common Area." Both the Resident and the other Roommates, as defined below, of the Unit, all have equal rights to use of the areas and amenities in the Unit Common Area. The Exclusive Space together with the Unit Common Area, is comprised of and referred to collectively as the "Unit." The term "Premises" is defined as the Unit along with the general common areas of the apartment community including the leasing office, parking areas, swimming pool, community room, exercise room, business facility, pet areas, driveways, sidewalks, and other areas and amenities used by all residents. In the event the Exclusive Space or the Unit are not assigned to Resident as of the date Resident executes this Lease, Resident acknowledges that the blanks next to these terms will be filled in at a later date in accordance with this provision. Resident represents that Resident will sign a new or modified lease upon Owner's request, upon the same terms stated herein which identifies the Exclusive Space and Unit. In the event Resident fails to sign a new or modified lease as provided herein, Resident agrees that Owner has the right to identify such Exclusive Space and Unit in a new or modified lease and that such designation shall be incorporated in this Lease as if Resident has signed this Lease identifying such Exclusive Space and Unit.

The persons occupying the other exclusive spaces within the Unit is/are individually and collectively referred to as the "Roommate" or "Roommates". All Roommates and Resident have the nonexclusive rights to occupy the Unit Common Area and use the amenities, personal property and improvements located within Unit Common Area including the refrigerator, dishwasher, stove, sink, cooking surfaces, storage, television, furniture, etc. Resident acknowledges that OWNER HAS THE RIGHT TO ASSIGN A ROOMMATE TO ANY VACANT EXCLUSIVE SPACE IN THE UNIT BEFORE OR DURING THE TERM OF THIS LEASE WITHOUT NOTICE and that Resident's right to occupy the Unit Common Area is only as a co-occupant with the Roommates whom have executed separate Resident Lease Agreements with Owner to occupy the Exclusive Space and the Unit Common Area of the Unit. Resident acknowledges that whether or not the Roommates have been selected by Resident or by the Owner, the Owner is not responsible or liable for any claims, damages, or actions of any nature whatsoever relating to, arising out of or connected with disputes between Resident and Roommates or between Roommates.

6. **Notice.** Resident represents that Resident has provided Resident's current electronic mail address to the Owner and will notify the Owner in the event that Resident's electronic mail address changes for any reason. Notice for any reason under this Lease is proper if given by any method allowed by applicable law or by first class mail, certified mail with return receipt requested, overnight delivery or by hand delivery to the Unit or the Exclusive Space or to Resident at the address of the Unit. Notice is also proper, if permitted by applicable law, by telefax to a telefax number provided by Resident or by electronic mail at the electronic mail address provided by Resident. Unless applicable law provides otherwise, notice is considered as having been given and complete on the date such notice is postmarked, placed in overnight delivery or hand delivered to Resident at the address of the Unit or the date such notice is telefaxed or electronically mailed.
7. **Permitted Use.** Resident must occupy and use the Exclusive Space and Unit Common Area during the term of this Lease solely for residential purposes. Only Resident, Roommates and authorized guests are entitled to occupy the Premises. An overnight guest may not stay in the Exclusive Space and Unit Common Area more than 3 consecutive nights and no more than 6 nights in any one month. Resident is not allowed to use or allow a guest to use an empty exclusive space within the Unit or another unit. If Owner determines that Resident or Resident's guest is using an empty exclusive space or unit common area in another unit, then Owner shall be entitled to charge additional Rent to Resident for the use of the empty exclusive space or unit common area.
8. **Utilities and Services.** Resident must pay for all utilities or services not included in the Base Rent, including, but not limited to, additional cable service, telephone service, internet service, water and sewer service and gas and electricity service. Except for allocated or submetered utilities, all utilities and services paid for by Resident must be listed in Resident's name prior to Resident moving into the Exclusive Space and Unit Common Area. All utilities and services must be used for ordinary household purposes only. Resident must not allow any of the utilities to be cut off for any reason. To the fullest extent allowed by applicable law, in the event that Resident is required to pay for gas and/or electricity service and the gas and/or electricity service is either not listed in Resident's name or has been switched from Resident's name, Resident must pay to Owner all gas and/or electricity service which should have been paid for by Resident plus any deposits or connection fees. Resident must promptly notify Owner if Resident receives notice that any of the utilities are to be disconnected. To the extent allowed by law, Owner may select the gas and electricity service provider for the Unit including the Exclusive Space and Unit Common Area. Resident shall also pay a \$50.00 service charge. This service charge is to compensate Owner for Resident's failure to become, or maintain, the customer of record for such service, including, but not limited to charges assessed by Owner's third party billing provider for processing of the bill for the delinquent time period, opportunity cost of the money not paid and other administrative costs. Resident and Owner agree that the charge described

above is a reasonable estimate of the costs incurred. If there is more than one Resident in the Unit, electricity expenses shall be equally divided by the number of Residents occupying the Unit and will be due as additional rent. The Party with the "✓" in its column is solely responsible for obtaining and paying all connection, service, usage and all other costs and fees for the corresponding respective utility and/or service:

Specific Utility of Service

Electricity	Resident's Responsibility
Water	Owner's Responsibility included as Rent
Wastewater	Owner's Responsibility included as Rent
Stormwater/drainage	Owner's Responsibility included as Rent
Internet Service	Owner's Responsibility included as Rent
Cable/Satellite	Owner's Responsibility included as Rent

9. **Conduct of Resident.** Resident must comply with Apartment and Community Guidelines furnished to Resident or other rules and regulations posted on the Premises. Resident agrees that Resident or Resident's guests must not: (a) be loud, obnoxious, disorderly, boisterous, or unlawful; (b) disturb or threaten the rights, comfort, health, safety or convenience of anyone in or near the Premises including the employees and agents of Owner; (c) disturb or disrupt the business operations of the apartment community; (d) engage in or threaten violence against others ; (e) display, discharge, or possess a gun, knife or other weapon on the Premises in a way that may alarm others; (f) possess, sell or manufacture illegal drugs or drug paraphernalia; (g) operate a business on the Premises; (h) bring or store hazardous materials on the Premises; (i) damage or soil any portions of the Premises or (ii) be involved in or commit criminal activity whether or not on the Premises and whether or not arrest occurs.

Additional prohibited conduct includes the following:

- (i) Using windows for entry or exit; heating the apartment with a gas operated cooking stove or oven; or injuring our reputation by making bad faith allegations against us to others. Engaging in any of these activities are considered a breach of the Lease; and,
- (ii) Resident and his/her guests will not engage in or permit apartment to be used for criminal activity, including drug related criminal activity and will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on, or near, the community. It is Resident's responsibility, NOT Owner's responsibility, to notify the proper authorities if you suspect a roommate or guest is engaged in illegal activities. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations. Violations of the above, are be considered a material violation of the Lease and may be cause for termination of tenancy but does NOT release you from your financial obligations under the Lease.

Release of Resident. If Resident should be suspended or expelled by an educational institution, Owner has the right to terminate the Lease with no liability to Resident. Within ten (10) days of Resident being suspended or expelled, Resident must provide Owner with written notice Resident has been suspended or expelled.

10. **Limitations on Conduct and Use of Unit.** The Unit and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Trash is not to be stored on balconies, breezeways, or passageways. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and other common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child-care services) in the Unit or in the Apartment Community is prohibited, except that a lawful business conducted at home by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to the Unit for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in Common Areas.

11. **Care of Unit Common Areas and Exclusive Space.** Resident must maintain and keep clean the Exclusive Space and the Unit

Common Area. Provided Owner has provided notice to Resident as required by A.R.S. Section 33-1343.D, Owner has the right to inspect the entire Unit including the Exclusive Space. In the event that Resident fails to keep the Exclusive Space and the Unit Common Area in a good and clean condition, Owner may charge Resident a reasonable cleaning fee. Trash must be disposed of only in appropriate receptacles. In the event that trash is not disposed of in appropriate receptacles, Owner may assess Resident a twenty-five-dollar (\$25) trash fee for each trash bag not placed in an appropriate receptacle. Resident will be liable for and must pay all costs and expenses of repairs for damages to the Exclusive Space, Unit Common Area or the Premises (reasonable wear and tear excepted) including, but not limited to, replacing or repairing all broken or damaged furnishings, furniture, fixtures, or damage to walls, ceilings, floors, carpets, doors or windows. If Owner is unable to determine whether damages to the Unit Common Area were caused by Resident or Resident's guests, or the Roommates or Roommates' respective guests, Owner is entitled to assess damages and costs of repairs equally to the Resident and Roommates, regardless of fault.

12. **Delay of Occupancy.** Resident acknowledges that Owner's ability to provide the Exclusive Space and Unit in a timely fashion will depend on the availability of the Exclusive Space and the Unit and that, even though the previous resident or roommates residing in the Exclusive Space or the Unit, respectively, may be scheduled to move out, such resident or roommates, as the case may be, may not move out in a timely fashion. If actual commencement of occupancy of the Exclusive Space or Unit is delayed, either by construction, repair, make ready, or holdover by a prior resident, but the rental will be abated per diem, and pro-rata, during the period of delay and Resident may elect to pursue other remedies pursuant to A.R.S. § 33-1362. The per diem rate under this provision will be calculated by multiplying the monthly installment identified in Section 3 herein above by twelve (12) and dividing by three hundred sixty-five (365) days. Such delay has no effect any of the other terms of this Lease. If Resident does not move in once the Exclusive Space and Unit are ready, to the fullest extent allowed by applicable law, Owner may sue to enforce this Lease and apply any deposits or monies of Resident in possession of Owner to damages and costs of reletting.
13. **Condition of Unit Common Areas and Exclusive Space.** A Move-In Inventory/Condition Form will be provided to Resident at the time that Resident moves into the Exclusive Space and Unit Common Area. Resident acknowledges that the Unit may not be a new unit, but has been made-ready for Resident's use and occupancy and that the condition of the Exclusive Space and Unit Common Area will not be the same as the condition of any model exclusive space and unit which Resident may have previously toured. Resident acknowledges that unless Resident notifies Owner within 24 hours after Resident begins occupancy in the Exclusive Space and Unit Common Area of any problems with the Exclusive Space and Unit Common Area, the Exclusive Space and Unit Common Area will be considered in good and acceptable condition. Unless otherwise prohibited by law, all maintenance requests must be in writing. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED RELATING TO THE UNIT OR THE PREMISES, THE EXCLUSIVE SPACE, THE UNIT COMMON AREA OR ANY FURNITURE, FURNISHINGS, EQUIPMENT OR APPLIANCES, IF ANY, LOCATED THEREIN, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY OR SUITABILITY.

In the event that the apartment community is under construction, Resident agrees to observe all warning signs and blockades and stay away from the construction areas. Construction crews may work throughout the days to complete construction. Areas of construction will have machinery and equipment to be used by authorized personnel only and entry into these areas by Resident, occupants of the Premises or their respective guests is strictly prohibited.

14. **Mold and Catastrophic Events.** Resident acknowledges that, at the commencement of Resident's occupancy of the Exclusive Space and Unit Common Area, Resident has inspected the Exclusive Space and Unit Common Area and has found the Exclusive Space and Unit Common Area to be free of mold and mold related conditions which may adversely affect Resident's health. In the event that Resident discovers mold, water leaks, water damage or moldy, musty odors in the Exclusive Space or Unit Common Area or discoloration or staining in the sheetrock or any wood, at any time during Resident's occupancy, Resident agrees to immediately provide written notice to Owner of any such condition. Resident acknowledges that it is Resident's responsibility to assist the Owner to prevent excessive moisture build-up and mold growth. Resident acknowledges that: (a) excessive moisture can collect from a wide variety of sources; (b) moisture build-up in carpets and crevices can result from shower or bathtub overflows, washing machine overflows or leaks, cooking spills, plant watering overflows or pet urine accidents; and (c) insufficient drying of water, carpets or carpet pads can result in mold under the carpet surface. Resident is responsible for: (a) promptly reporting to Owner any signs of water leaks or water infiltration, standing water, condensation on interior surfaces, high humidity, musty smells or any signs of mold and any air conditioning or heating system problems; (b) keeping all areas of the Unit clean and free of water accumulation, removing visible moisture accumulation on windows, walls, ceilings and other surfaces; (c) being attentive to washing machine leaks, overflows or spills; (d) maintaining proper ventilation of the Exclusive Space and Unit Common Area; (e) preventing conditions that are conducive to mold growth; and (f) controlling humidity and moisture levels through proper operation of the air conditioning and heating systems and plumbing fixtures. To the extent permitted by applicable law, the Owner is not responsible for conditions, damages or injuries that result from your failure to maintain the Exclusive Space and Unit Common Area in accordance with this provision.

15. **Resident's Remedies.** In certain circumstances where there is a condition in the Unit that materially affects the physical health or safety of an ordinary resident or where there is noncompliance with the Lease by Owner, then:
- (a) **Pursuant to A.R.S. § 33-1361, Resident may be permitted to terminate the Lease;** or,
 - (b) **Resident may exercise certain self-help remedies under A.R.S. § 33-1363.**
16. **Default by Resident.** Resident will be considered in default of the Lease if: (a) Resident fails to pay Rent or other lawful charges when due; (b) Resident moves out of the Exclusive Space prior to the expiration of the term of this Lease; (c) Resident gives false information on any application for rental; (d) Resident or guests fail to comply with any other term, covenant or condition of this Lease or the Apartment and Community Guidelines; (e) Resident abandons the Exclusive Space; (f) Resident or guests violates any fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (f) Resident or guests, in bad faith, make an invalid complaint to an official or employee of a utility company or the federal, state or local government or governmental agency; or (g) Resident or guests engage in any of the prohibited conduct described in Section 9 of this Lease. If Resident is in default, Owner may pursue any rights or remedies provided by this Lease or Arizona law, including legal action for lease termination, possession, damages, rent, and all other moneys due. In addition to the foregoing, in the event Resident defaults under this Lease, to the fullest extent allowed by applicable law, Resident will be liable for any court costs incurred by Owner to enforce this Lease plus interest on all unpaid amounts at the maximum rate of legal interest from the due date until paid. Owner may report unpaid Rent or other charges to the applicable credit reporting agencies for recordation in Resident's credit record. Resident hereby authorizes Owner or Owner's agents to obtain and hereby instructs any consumer reporting agency designated by Owner or Owner's agents to furnish a consumer report under The Fair Credit Reporting Act to Owner or Owner's agents to use such consumer report in attempting to collect any amounts due and owing under the Lease or the Guaranty or for any other permissible purpose. Unless otherwise provided by law or unless Owner agrees in writing, Resident has no right to be released from the obligations contained in this Lease, including a situation in which Resident fails to obtain a required signature of a guarantor on a Guaranty of Resident's obligations.
- (i) **Holding Over:** If Resident remains in possession without Owner's consent after the expiration of the term or the termination of the Lease, Owner may bring an action for possession and if the Resident's holdover is willful and not in good faith, Owner may in addition recover an amount equal to not more than two months' rent or twice the actual damages sustained by Owner.
 - (ii) **No Waiver.** Termination of Resident's possession rights or a later reletting does NOT release Resident from liability for future rent or other Lease obligations. No action by Owner shall be construed as a waiver of any of Owner's rights under this Lease or applicable law.
 - (iii) **Acceleration of Rent.** If Resident breaches and Owner terminates this Lease, all rents which are payable during the remainder of this Lease or renewal period will be accelerated without notice or demand and will be immediately due and payable. If Resident breaches and the Owner terminates this Lease, Resident will be liable for: (a) the accelerated rents; (b) Owner's cost of reletting the Unit including brokerage fees, advertising fees, and other fees necessary to relet the Unit; (c) repairs to the Unit beyond normal wear and tear; (d) all Owner's costs associated with eviction of Resident, such as attorney's fees, court costs, and prejudgment interest; (e) all Owner's costs associated with collection of rent such as collection fees, late charges, and returned check charges; and (f) any other recovery Owner may be entitled by law. Owner will attempt to mitigate any damage or loss caused by Resident's breach by attempting to relet the Unit to acceptable Residents and reducing Resident's liability accordingly. Unpaid rent and unpaid damages are reportable to credit reporting agencies.
17. **Abandonment; Sale of Personal Property.** ONLY IN THE CASE OF ABANDONMENT, AS SUCH TERM IS DEFINED IN A.R.S. § 33-1370.H, ALL PERSONAL PROPERTY OF RESIDENT IN THE UNIT IS SUBJECT TO SECURE PAYMENT OF DELINQUENT RENT. IN ORDER TO EXERCISE OWNER'S RIGHTS, FOLLOWING THE ABANDONMENT OF THE UNIT, OWNER'S REPRESENTATIVES MAY PEACEFULLY ENTER UNIT (AND ANY STOREROOMS) AND REMOVE AND STORE ALL SUCH PROPERTY; PROVIDED, HOWEVER, PRIOR NOTICE OF ABANDONMENT MUST BE SENT TO RESIDENT, VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED, TO RESIDENT'S LAST KNOWN ADDRESS. Owner shall impose reasonable charges for storing such abandoned or seized property and may sell same ten (10) days after Owner's notice of abandonment. Sale will be to the highest cash bidder; proceeds will be first credited to cost of sale and then indebtedness; and surplus, if any, be mailed to Resident at the above address. It is agreed that none of the above procedures shall necessitate any prior court hearing or subject Owner to any liability. The Owner has the right to destroy or dispose of property left by Resident if Owner reasonably determines that the value of the property is so low that the cost of moving, storage and conducting the public sale would exceed what would be realized from the sale.
18. **Verbal Representations.** Neither Owner nor any of Owner's representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between Resident and Owner. Provided, however, in the event that Resident has signed an addendum as part of this Lease or any prior Lease with the Owner, such addendum is deemed to be a part of this Lease

as well as any future Lease unless a similar addendum is signed by the parties which covers the subject matter of the previous addendum. Owner's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it, unless in writing, and have no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner or Owner's representatives unless in writing.

- 19. Entry by Owner.** Following notice to Resident pursuant to A.R.S. § 33-1343.D, Owner has the right to enter the Exclusive Space and Unit Common Area for any reasonable business purpose in accordance with applicable law including but not limited to: (a) responding to Resident request; (b) making repairs or replacements; (c) estimating repair or refurbishing costs; (d) performing pest control; (e) performing preventive maintenance; (f) changing filters; (g) testing or replacing smoke detector/CO detector (if any) batteries; (h) retrieving unreturned tools, equipment, or appliances; (i) preventing waste of utilities; (j) leaving notices including eviction notices; (k) delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; (l) removing or rekeying unauthorized locks or other security devices; (m) removing unauthorized window coverings; (n) stopping excessive noise; (o) removing health or safety hazards (including hazardous materials) or items prohibited under the Apartment and Community Guidelines; (p) removing perishable foodstuffs; (q) removing unauthorized animals; (r) retrieving property owned or leased by former resident; (s) inspecting when danger to person or property is suspected; (t) allowing persons authorized by Resident to enter; (u) allowing entry by a law officer with search or arrest warrant or in hot pursuit; (v) showing Exclusive Space and Unit Common Area to prospective residents; or (w) showing Exclusive Space and Unit Common Area to government inspectors, lenders, appraisers, contractors, prospective buyers, or insurance agents.
- 20. Alterations.** Resident will not make or permit to be made any alterations, additions or attachments to the Exclusive Space or Unit Common Area, or change or add any lock, without prior written consent of Owner. Resident may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Owner's property except as authorized by the Owner in writing. No holes or stickers are allowed inside or outside the Unit; however, a reasonable number of small nail holes from picture hanging are permitted inside the Exclusive Space. No water furniture, antennae, additional phone or television cable outlets, alarm systems, or lock changes, additions or rekeying are prohibited, except as required by law or by the Owner's prior written consent. Resident will not disable, disconnect, alter or remove the Owner's property, including locking devices, alarm system, smoke detectors, appliances, furniture or screens. Owner has no obligation to furnish light bulbs in the Exclusive Space. When moving out, Resident will surrender the Exclusive Space and Unit Common Area in the same condition as when received, reasonable wear and tear excepted.
- 21. Parking.** Resident must display the parking identification sticker provided by Owner at all times on the driver's side of the front windshield of Resident's vehicle (or on a conspicuous place on Resident's vehicle if the vehicle does not have a front windshield). Owner reserves the right to designate and control the method, manner and time of parking in parking spaces in and around the Premises. Resident must comply with all parking rules and instructions posted by Owner. Neither Resident nor guests, invitees, licensees, family or others shall park in NO PARKING ZONES or other restricted areas. Only the automobiles, light trucks, sport utility vehicles, motorcycles and scooters so identified in the Resident's application are permitted to park on the Premises. No other vehicle of any kind may be parked on the Premises without the prior written permission of the Owner. The Resident agrees to remove any unregistered, inoperable, or unauthorized vehicle from the Premises within twenty-four (24) hours when requested in writing by the Owner. To the extent allowed by applicable law, Owner reserves the right to remove, at the Resident's expense and without prior notice, such motor vehicles, in the event that: (a) Resident fails to comply with the Owner's written request for removal; (b) vehicle is illegally parked in a reserved handicapped accessible space; (c) vehicle is parked in a manner which blocks other vehicles, dumpsters, drives, or walks; (d) vehicle is illegally parked in a fire safety zone; (e) vehicle is parked on the grass or landscaping; (f) vehicle is parked in more than one space; or (g) vehicle is a boat, trailer, recreational vehicle or other prohibited vehicle. Owner is not be responsible for any damages to any vehicles incurred while parked on the Premise. Washing, repairing, or performing maintenance of motor vehicles on the Premises is prohibited. Written notice shall include placement of a town notice on a vehicle.

Resident acknowledges that this Lease does not include any right to park in the designated Resident parking area unless Resident has entered into a parking agreement with Owner. If resident has entered into a Parking Agreement with Owner, a copy of the same is attached to this Lease. Resident agrees to comply with the terms and conditions of the Parking Agreement and rules and regulations applicable to parking which may be promulgated by the Owner from time to time during the Term of this Lease. Parking is NOT guaranteed, due to the limited availability.

WARNING: RESIDENT'S VEHICLE WILL BE TOWED IF RESIDENT FAILS TO COMPLY WITH THE APARTMENT COMMUNITY'S PARKING POLICIES.

- 22. Remote Control, Entry Card and Gate Code.** Resident will be given a remote control and/or entry card at no cost for Resident to use during the term of this Lease. If a remote control is lost, stolen, damaged, or not returned at the end of this Lease, Resident must pay the sum of \$50.00. If an entry card is lost, stolen, damaged, or not returned at the end of this Lease, Resident must pay the sum

of 50.00. Resident may be given an access code for access or entry to other areas of the Premises which will be used only during the term of this Lease. Owner may change the access code at any time and will notify Resident of any such changes.

- 23. Assignment and Subletting.** Resident will not assign or sublet all or any portion of this Lease or Resident's right to occupy the Exclusive Space and Unit Common Area to anyone without the Owner's prior written consent. In order to request an assignment or sublease, Resident may submit a request in writing on Owner's form. No assignment or sublease will be approved unless the new resident and a guarantor, if applicable, is approved and executes all required documents. If assignment or sublease are approved, Resident and assignee/sub-lessee must pay in advance a nonrefundable fee of \$350.00. Resident's assignment or sublease will not release Resident from obligations under this Lease unless Owner expressly agrees in writing to release Resident. Unless required by law, Owner has no obligation to accept Resident's request for assignment or sublease or to find an acceptable assignee or sub-lessee.
- 24. Transfers.** Resident must obtain written approval by Owner to transfer from one unit to another or from one exclusive space to another within the same unit. If the transfer is approved, Resident must (a) be in compliance with all terms of this Lease; (b) execute a new lease with addenda; (c) complete all required forms; (d) pay in advance a new security deposit; and (e) pay in advance a transfer fee of \$150.00 if the transfer is from the Unit to another unit or a transfer fee of \$100.00 if the transfer is from the Exclusive Space to another exclusive space in the Unit.
- 25. Animals.** Animals (except for assistant animals as defined by the Fair Housing Act) are prohibited, even temporarily, in the Exclusive Space and Unit Common Area unless Owner, Resident and all Roommates execute an Animal Addendum and the Resident pays an additional animal deposit and additional animal rent (except for assistance animals). Service or assistant animals will be allowed in accordance with federal, state and local fair housing laws. Resident must not feed stray or wild animals. If Resident or any guest violates this Section 25, Resident will be subject to charges, damages, eviction, and other remedies provided in this Lease. If Resident violates this Section 25 or other animal rules, Resident will pay an initial charge of \$500.00 per animal and a daily charge of \$10.00 per animal from the date the animal was brought into the Premises until it is finally removed. Initial and daily animal-violation charges are liquidated damages for Owner's time, inconvenience, and overhead in enforcing animal restrictions and rules. Payment of animal-violation charges by Resident to Owner will not release Resident from, or waive Owner's rights to, other remedies available to Owner after Resident defaults. Owner may remove an unauthorized animal in the Exclusive Space after leaving Resident a written notice in the Exclusive Space at least twenty-four (24) hours in advance of Owner's removal of the animal. Owner may remove an unauthorized animal in the Unit Common Area after leaving Resident and All Roommates a written notice in the Unit Common Area at least twenty-four (24) hours in advance of Owner's removal of the animal. Owner may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, Owner will not be liable for loss, harm, sickness, or death of the animal. Owner will return the animal to Resident upon request if it has not already been turned over to a humane society or local authority after payment of all initial and daily animal charges. Resident must pay for the animal's reasonable care and kenneling charges. If Resident brings an animal in the Unit at any time during the Lease (with or without Owner's consent), Resident will pay for defleaing, deodorizing, and shampooing.
- 26. Move-out Procedures.** Unless a renewal lease has been executed, Resident must move out on or before the Lease end date and time as noted in Section 2. Resident agrees not to holdover beyond the move-out date. Early move-out does not release Resident from liability for Rent for the full term of the Lease. The move-out date cannot be subsequently changed unless agreed to by both parties in writing. If Resident moves out before the end of this Lease, Owner will charge Resident reletting fees incurred and future accrued rent. Resident must surrender the Exclusive Space and Unit Common Area before the period of time for deposit refund begins. Resident must furnish in writing his forwarding address to Owner and the U.S. Postal Service.
- 27. Risk of Loss.** Owner does not maintain personal liability or property damage insurance to cover Resident's loss of personal property or personal injury (which is referred to herein as "Renters Insurance"). Resident holds Owner harmless against all damages, accidents and injuries to person or property caused by or resulting from or in connection with Resident's use and occupancy of the Premises or things in and about the Premises during the term of this Lease. Resident further agrees that Owner is not be liable for damages because of personal injury or loss of property occasioned by or from any failure of boiler, plumbing, gas, water, steam or other pipes of sewerage, or the bursting, leaking or running of any boiler, cistern, tank, washstand, water closet or waste pipe, in, above, upon or about said Premises, nor for any damage occasioned by fire, smoke, rain, flood, water, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, tornado, hurricane, terrorist attack, strikes, vandalism, act of God, or otherwise nor for any defect in the electric wiring, and service thereof; nor by reason of any defect, latent or patent, in, around or about said Premises; nor for any damages arising from acts of neglect of Resident, guests, Roommates or other residents of the apartment community or of any owners or occupants of adjacent or contiguous property unless otherwise required by law.

All personal property placed in the Unit, or in any other portion of the Premises, will be at the risk of the Resident, or the parties owning the same. Owner, shall in no event, be liable for the loss, theft or damage to such property or for any act or negligence of

Resident or any Roommates or their respective guests, invitees or licensees, or of any other resident or person whomsoever in or about the Premises. To the extent allowed by applicable law, Resident hereby releases Owner, its successors and assigns, from any and all claims and damages which may arise out of any accidents or injuries to Resident, his family, guests, invitees, or licensees that may occur in connection with the use of the Premises. Resident acknowledges that in using same, Resident hereby assumes, for Resident and Resident's guests, invitees, or licensees, any and all risks from any accidents in connection with the use thereof and agrees that Owner is not be liable for any injuries sustained by Resident or such persons in connection with the Premises.

In the event any employee of Owner renders service or assistance (such as parking, washing or delivery of automobiles, handling of furniture or other articles, cleaning of the Unit, or any other service) to, for or at the request of Resident, his family, guests, invitees, or licensees, then for the purpose of such service or assistance, such employee of the Owner is be deemed the agent of the Resident, regardless of whether or how payment is arranged for such service, and Owner is hereby expressly relieved from any and all liability in connection with such service and any associated injury or damage to persons or property.

In case of accident, fire, smoke, or suspected criminal activity, Resident will call 911 or local medical emergency, fire, or police services. Resident must also immediately notify Owner of any accident, fire, smoke, or suspected criminal activity. Resident understands that any security measures initiated by Owner are not considered an express or implied warranty of security or as a guarantee of safety for Resident or guests while on the Premises. Unless otherwise required by law, Owner is not liable to Resident or guests for injury, damage, or loss to person or property caused by criminal conduct of other residents, Roommates, guests or other persons, including theft, burglary, assault, vandalism, or other crimes. Unless otherwise provided by law, Owner is not required to furnish security personnel, security lighting, security gates or fences, or other forms of security. Owner represents and Resident acknowledges that neither Owner nor Owner's managing agents are equipped or trained to provide personal security services to Resident, Roommates or their respective guests, invitees or licensees. Resident recognizes that no security devices or measures in the apartment community are fail-safe or designed to provide personal security of any type whatsoever. Resident further acknowledges that, even though an alarm may be included in the Rent paid by Resident, the alarm is a mechanical device, can be rendered inoperative at any time and requires proper operation by Resident with respect to coding and maintaining the alarm. Resident represents that Resident will not rely on any security measures taken by Owner or Owner's managing agents, including the alarm, for Resident's personal security. Unless otherwise provided by law, Owner is not required to obtain a criminal history checks on any residents, guests, or contractors in the apartment community. If Resident or any guest is affected by a crime, Resident agrees to make a written report to Owner and to the law-enforcement agency and to furnish a copy of the report to Owner upon request.

28. Bed Bugs. It is important that Owner and Resident work together to prevent the infestation of bed bugs. Owner and Resident agree that they each inspected the Exclusive Space and Unit Common Area prior to move-in and did not observe any evidence of bed bugs or a bed bug infestation. Resident represents that: (a) Resident is not aware of any bed bug infestation or presence in any furniture, clothing, or personal property and possessions; (b) Resident has fully disclosed to Owner any previous bed bug infestation which Resident may have experienced; and (c) if Resident was previously living in an apartment or home that had a bed bug infestation that Resident had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by a licensed pest control professional. Resident must allow Owner and its pest control professional's access, upon advanced notice to Resident, to the Exclusive Space and Unit Common Area at reasonable times to inspect for or treat bed bugs. Resident must cooperate and will not interfere with inspections or treatments, including the preparation of the Unit prior to treatment. Resident must report any signs of bed bugs immediately and in writing. If Owner confirms the presence of bed bugs, Resident will cooperate and coordinate with Owner and its pest control professionals to treat and eliminate the bed bugs. Resident will follow all directions from Owner or its agents to clean and treat the Exclusive Space and Unit Common Area. Follow-up treatments or inspections may also be necessary. Owner has the right to select a licensed pest control professional to perform treatments and cleaning of the Unit. If during the term of this Lease: (a) bed bugs appear in the Unit or other adjacent units; and (b) a pest control professional determines that the bed bugs originated in the Exclusive Space, Resident agree that all necessary treatments for the Unit and other units as well as all of our additional costs, expenses and losses will be paid by Resident. Resident agrees that if: (a) Resident does not comply with the preparation of the Exclusive Space and Unit Common Area as required by the pest control professional or Owner; and (b) the treatment is unsuccessful because of Resident's failure to comply, Resident will also be responsible for subsequent treatments to the Unit and for any treatment to adjoining units that are infested with bed bugs. Resident will be in default of this Lease if Resident: (a) fails to pay for any costs that Resident is liable for; (b) fails to promptly report bed bugs; (c) fails to comply with treatment instructions; or (d) violates any other provision of this Section 28. Under no circumstances is the Owner and/or Owner's agents and employees be responsible to Resident for any losses, damages or expenses including special, consequential or punitive arising out of a bed bug infestation, inspection or treatment. To the extent allowed by applicable law, Resident agrees to indemnify and hold harmless Owner, its agents and employees from any actions, claims, losses, damages, or expenses, including, but not limited to, attorney's fees that Owner may incur as a result of a bed bug infestation, inspection or treatment. This indemnification does not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Owner.

29. Renter's Insurance. Resident agrees Resident must maintain, at Resident's own expense, during the Lease term and any

subsequent renewal and/or hold-over periods, a renter's or liability insurance policy, which provides limits of liability to third parties in an amount not less than One Hundred Thousand and XX/100 Dollars (\$100,000.00) per occurrence. Resident shall name Owner as an additional insured under the policy.

Resident understands that Owner's recommended property or liability insurance may not protect Resident, Resident's guests or any occupants against loss or damage to personal property or belongings or cover Resident's liability for loss or damage caused by Resident's actions or those of any occupant of the dwelling or guest. Liability insurance does not protect Resident against loss or damage to your personal property or belongings—only a renter's insurance policy does this. It also does not protect Resident from losses caused by flooding. Flood insurance is different than renter's insurance.

Resident further understands that by not maintaining a renter's or liability insurance policy, Resident will be considered in material default of the Lease under Section 16 of the Lease herein above, and Resident may further be liable to the Owner and others for loss or damage caused by Resident's actions or those of any occupant or guest in the Unit.

30. **Partial Invalidity.** If any section, clause, sentence, word or provision of this Lease or the application thereof to any party or circumstances shall, to any extent, be or become invalid or illegal, and such provision shall thereby become null and void, the remainder of this Lease shall not be affected thereby, and each remaining provision of this Lease shall not be affected thereby, and each remaining provision of this Lease shall be valid and forceful to the fullest extent permitted by law.

Applicable Law. This Lease is governed by the laws of Arizona.

31. **RESIDENT'S RIGHT TO TERMINATE THE LEASE IN CERTAIN CIRCUMSTANCES:**

- (a) **RESIDENT may have the right under A.R.S. § 33-1318.01 to terminate the Lease in certain situations involving LAW ENFORCEMENT OFFICERS.**
- (b) **RESIDENT may have the right under A.R.S. § 33-1318 to terminate the Lease early in certain situations involving family violence, certain sexual offenses, or stalking.**

If the foregoing are applicable, Resident may terminate this Lease by giving Ownership thirty (30) days' written notice and other applicable documentation as required by the A.R.S. § 33-1318. A.

32. **Screening and Other Residents at Apartment Community.** Resident expressly acknowledges that any screening conducted by Owner of other residents at the apartment community, including the screening of potential roommates, is conducted on a limited basis. Further, Resident expressly acknowledges that there has been no representations by Owner as to the criminal background of any other resident(s). Under Federal guidelines, the Owner may be prohibited from denying residency to person(s) with certain criminal backgrounds. Resident is encouraged to maintain their guard at all times, even when dealing with other residents. Should Resident feel Resident's health, safety and/or comfort, etc. are at risk of being compromised, Resident should first contact local law enforcement and then contact owners.

The fact that Resident and Resident's roommates may be in conflict with each other will not act as grounds to terminate the Lease. If Resident's roommate or a potential roommate was not truthful on his or her roommate preference card, the Ownership is not liable.

33. **Smoke Detectors and Sprinkler System.** Tampering or interfering with any alarm equipment and/or safety installations is strictly prohibited. Residents must be careful not to trigger the overhead sprinkler system in Unit. A simple depression of the sprinkler head will result in a total draining of water from the system. The Owner will not be responsible for any damages incurred from such situations; Resident will be responsible for the payment of all damages from activating which could also include an entire building of the Apartment Community. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously. In the event of an alarm, Residents should proceed in accordance with the instructions posted in and about Apartment Community. The intentional sounding of an alarm outside of an emergency situation is a criminal offense, and considered a material breach of the Lease. Any violation of this Section is considered a default under the Lease which would entitle Owner to declare a default and pursue all remedies provided to Owner. Any violation of this Section will result in a \$500.00 fee for administrative expenses associated with the default and will result in eviction in addition, the Resident will be referred to local authorities for potential criminal prosecution.

A.R.S. § 36-1637 requires the Unit to be equipped with smoke detectors. **Smoke detectors installed pursuant to A.R.S. § 36-1637 shall be maintained and kept operable by the Resident (including the replacement of batteries, if applicable) unless Resident gives written notification to Owner of its malfunction. Owner shall be responsible for the repair of a smoke detector if such notice is given by the Resident.**

- 34. Owner's Right to Terminate.** If Owner believes performance of repairs to Unit, and/or areas near the Unit poses a danger to Resident, Owner may terminate this Lease by giving Resident written notice five (5) days in advance of the date the Lease is terminated. Owner also has the right to terminate this Lease during the Lease term by providing Resident with written notice thirty (30) days in advance of the termination if Owner is demolishing the Unit or closing it and it will no longer be used for residential purposes for at least six (6) months. If the Lease is so terminated, Owner will refund to Resident prorated rent and all deposits, less all lawful deductions. Owner may also remove Resident's personal property from the Unit if it causes a health or safety hazard.
- 35. Resident's Personal Safety Responsibilities.** Neither Owner nor Owner's managing agent are liable to Resident, Roommates or their respective guests for any damage, injury or loss to person or property caused by other persons, including, but not limited to, theft, burglary, assault, vandalism or other crimes. Neither Owner nor Owner's managing agent are liable to Resident, Roommates or their respective guests for any damage, injury or loss to person or property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities or other occurrences unless such damage, injury or loss is caused exclusively by the negligence of Owner. Owner is not responsible for, and will not provide fire or casualty insurance for, the personal property of the Resident. Resident is strongly urged to secure insurance to protect against all of the above. Repair requests for smoke detectors, locks or latches must be in writing.

Owner represents and Resident acknowledges that neither Owner nor Owner's managing agent are equipped or trained to provide personal security services to Resident, Roommates or their respective guests. Resident recognizes that no security devices or measures on the property are fail-safe or designed to provide Resident with personal security of any type whatsoever. Resident further acknowledges that, even though an alarm may be included in the Base Rent paid by Resident, the alarm is a mechanical device, can be rendered inoperative at any time and requires proper operation by Resident with respect to coding and maintaining the alarm. Any charges resulting from the use of the intrusion alarm will be charged to Resident, including but not limited to any false alarms with police/fire/ambulance response or other required city charges. Resident represents that they will not rely upon any security measures taken by Owner or Owner's managing agent, including the alarm, for Resident's personal security; and Resident will call the local law enforcement authority in the event of any security needs and will call 911 or any other applicable emergency number in the event of an emergency.

Owner will comply with the requirements of state law with respect to providing door locks and window latches to apartment units on the property. Pursuant to state law, the Unit is equipped with: (1) a window latch on each exterior window of the Unit; (2) a doorknob lock or keyed dead bolt on each exterior door of the Unit; (3) a sliding door pin lock on each exterior sliding glass door of the Unit; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the Unit; and (5) a keyless bolting device and a door viewer on each exterior door of the Unit. Additionally, if the Unit has french doors, one door of each pair of french doors, if any, in the Unit has: (1) a keyed dead bolt or keyless bolting device capable of insertion into the doorjamb above the door and a keyless bolting device capable of insertion into the floor or threshold, each with a bolt having a throw of one inch or more; or (2) a bolt installed inside the door and operated from the edge of the door, capable of insertion into the doorjamb above the door, and another bolt installed inside the door and operated from the edge of the door capable of insertion into the floor or threshold, each bolt having a throw of three-fourths inch or more.

Request for At the Resident's request, Owner, at Resident's expense, will install: (1) a keyed dead bolt on an exterior door if the door has a doorknob lock but not a keyed dead bolt or a keyless bolting device but not a keyed dead bolt or doorknob lock and (2) a sliding door pin lock or sliding door security bar if the door is an exterior sliding glass door without a sliding door pin lock or sliding door security bar. All Resident's requests or notices regarding security devices must be in writing. Resident is required to pay for repair or replacement of Resident's security device if the repair or replacement is necessitated by misuse or damage by the Resident, a member of the Resident's family, an occupant, or a guest, and not by normal wear and tear. Owner may require Resident to pay charges in advance.

36. Important Safety Reminders to Resident.

- (a) Your safety is your own responsibility and that of law enforcement. Neither the Owner, nor the management company is responsible for your safety and security.
- (b) You should always be aware of your surroundings. Become acquainted with your neighbors and stay alert to any suspicious activity.
- (c) Never bring strangers into your home that you may have met off the Internet. Criminals will often target victims using social media or other websites.
- (d) Be cautious that you are not being followed home from a bank or ATM. If you feel you are being followed, drive to a safe location and call the police.
- (e) Mark your valuables with identifying information (i.e. driver's license number) so that they may be tracked back to you if stolen.

- (f) Keep your apartment home and car doors locked at all times.
- (g) Be sure all windows are securely closed and locked – even those windows/doors on an upper level. (If you have any locks that need to be repaired, immediately advise the management office in writing. If the repair is not made, ask to speak with a regional supervisor.)
- (h) Always look through the peephole before you unlock and open your door.
- (i) Never open your door for strangers. Do not invite strangers into your house.
- (j) Be cautious of individuals knocking on your door under false pretenses to view the contents of your home. Immediately report solicitors or suspicious persons to the leasing office. (Example: asking if a randomly named individual lives in the Unit.)
- (k) Remember that all the maintenance associates wear uniforms with the insigne “Dinerstein” or “DMC” as well as carry ID name badges. Do not open your door if you are not sure. Call the leasing office to verify maintenance personnel.
- (l) Keep your vehicle locked at all times. Do not store any valuable items in your vehicle. Avoid storing any items in your vehicle that might be considered valuable.
- (m) Promptly report, in writing, any non-working lights.
- (n) Have your keys in your hand and ready when walking to and from the Unit or vehicle.
- (o) Avoid distractions such as cell phones when walking to and from the Unit.
- (p) Keep your blinds/curtains closed so that criminals may not see your valuables.
- (q) Avoid walking alone after dark.
- (r) Immediately report any unlocked/open vacant apartment units.
- (s) Always keep your patio doors locked.
- (t) Never enter the Unit alone if you feel something is wrong, suspicious or the Unit may have been broken into.
- (u) Immediately report broken and/or damaged gates to the leasing office.
- (v) Never discuss your travel plans with strangers.
- (w) Always keep your emergency contact information updated on your rental application.
- (x) Refrain from consuming beverages or substances that would impair or inhibit Resident’s ability to make rational decisions.

37. Waiver of Jury Trial. In the event of litigation, including an eviction action arising out of this Lease, both parties agree to waive any right to a jury trial in order to minimize costs and attorneys' fees that would be incurred.

38. Attorneys' Fees. In any action or eviction arising out of this Lease, the prevailing party shall have the right to attorneys' fees incurred against the non-prevailing party.

39. Owner: The Owner of the Property is: The Dinnerstein Companies, 3411 Richmond Avenue, Suite 500, Houston, TX 77046

40. Arizona Residential Landlord and Tenant Act. A copy of the Arizona Residential Landlord and Tenant Act is available at the Arizona Department of Housing website.

41. Addenda and Attachments to Lease. Resident acknowledges that all lease addenda and agreements are considered to be part of this Lease. In the event there is a conflict between this Resident Lease Agreement and any Addenda, the provisions of that Addendum control. Resident represents that he/she has received and reviewed the applicable Lease addenda.

The items included below are attached to and become a part of this Lease and are binding even if not initialed or signed.

Resident is legally bound by the Lease, this Addendum and all other addenda. Please read it carefully and thoroughly.

Before signing the Lease, this Addendum and any other addenda thereto, Resident may take a copy of it to review and/or consult an attorney.

Additional provisions or changes of the Lease, this Addendum and any other addenda thereto, may be made if agreed to in writing by all parties to the Lease.

Resident shall be fully bound by all the terms and conditions of the Lease, this Addendum and any other addenda thereto even if the Lease and this Addendum is not countersigned by the Owner or Owner’s authorized agent.

The acceptance and approval of your application and lease agreement is not considered complete or binding until screening results have been processed, all screening criteria and conditions have been met, and the lease has been countersigned by an authorized representative of our team. You will be notified in writing of approval.

**PARTIES' EXECUTION
RESIDENT LEASE AGREEMENT:**

RESIDENT: _____

OWNER: _____

Date: _____

Date: _____

SAMPLE