

STANDARD LEASE AGREEMENT

This is intended to be a legally binding contract.
If not fully understood, seek the advice of an attorney.

THIS AGREEMENT made and entered into this ____ day of _____, 20__
by _____ and _____ between
_____, hereinafter
referred to collectively as the "Lessor" and _____
_____, hereinafter referred to collectively as the
"Lessee".

Witnesseth:

That the Lessor in consideration of the covenants and agreements hereinafter set forth, agrees to lease that certain real property located at _____ the City of _____, County of _____, State of _____ more particularly described as follows:

SEE EXHIBIT "A" ATTACHED AND TO AND MADE A PART HEREOF:

1. Term. The term of this lease shall be for a period of _____ (__) years. Commencing on the ____ day of _____ and expiring on the ____ day of _____. Should the Lessee choose to remain in the property upon the expiration of this lease, the Lessee upon thirty (30) days notice shall have the right to continue on a month-to-month basis so long as they are in good standing with all the terms and conditions of this agreement.

The Lessor shall have the right to terminate this lease agreement or the continuing month-to-month occupancy if the Lessee is in default under the terms hereof as further set forth in any/all paragraphs of this agreement.

If it is the Intention of the Lessor not to continue with the lease, or the month-to-month basis, the Lessor will give the Lessee Notice 10 days prior to the lease expiration that the lease will be terminated and no holding over will be allowed.

2. Rent. Regular lease payments in the amount of \$_____ (_____) shall be made monthly with the first full payment due on the ____ day of _____, 20__, receipt of which is hereby acknowledged, and a like payment due on the ____ day of each month thereafter commencing on the ____ day of _____, 20__.

Any pro-ration of initial month's rent shall occur in the second month as follows:

A. Security Deposit. The Lessee shall deposit with the Lessor, as a security deposit the sum of \$_____ payable on or before move-in. Lessee shall not use the security deposit to pay the last month's rent.

B. Monthly Rent will increase by ____% of the monthly rental payment each year starting the first full month following the anniversary date of this agreement. Said increases to continue on the stated anniversary date for as long as the Lessee remains the Lessee.

LESSOR'S INITIALS _____ / _____

LESSEE'S INITIALS _____ / _____

C. Lessee understands and agrees that this Agreement is made with the understanding that the Lessee intends to occupy the Premises solely as the Primary Residence for Lessee and their immediate family for the entire length of the Agreement. Lessee may not rent the premises to any third party. Lessee further agrees that they will not use the property for any business purpose whatsoever.

Any activity on the premises that violates local, state or federal laws will be considered a breach of this agreement and a 48-hour notice to vacate will be given to the tenant(s).

D. Lessor and Lessee agree that irregardless of origination date of this agreement said anniversary date shall be the _____ day of _____, 20_____.

E. Lessee shall be responsible for and pay for all utility charges during the term of this lease including, but not limited to, gas, electric, sewer and water, storm water fees, cable, telephone, and similar utility expenses.

F. Inoperable vehicles are not allowed on the street or on the driveway or front yard. Vehicle repairs are only allowed in case of emergency and repairs must be completed within 24 hours.

G. There is no grace period regarding Lessee's monthly payments. For any payment not received by 5:00 p.m. on the due date, Lessee agrees to pay a late payment charge of ten percent (10%) of the delinquent installment. The late payment penalty is due and payable with the delinquent installment. All moneys received shall first be applied to oldest balance due. Note: Received refers to actual date of receipt, not date postmarked (we are not responsible for post office delivery).

Acceptance of payment after the first of the month without the appropriate late charge does not invalidate the collection of the late charge.

H. Lessee agrees to pay a service charge of \$25.00 for any check dishonored by the bank (for any reason). In addition, the Lessee agrees to make payments for the following six (6) months with Certified Funds only. Lessee further agrees that

should 2 (two) check be dishonored by their bank (for any reason) that they will make all future payments with Certified Funds Only. No Exceptions.

I. Lessee further agrees that at no time will more than six (6) people occupy the property at any given time.

J. The premises shall be occupied only by the following person(s).

_____ NAME	AGE
_____ NAME	AGE
_____ NAME	AGE
_____ NAME	AGE
_____ NAME	AGE
_____ NAME	AGE

LESSOR'S INITIALS _____ / _____ LESSEE'S INITIALS _____ / _____

J. The voluntary vacancy of any one of the persons identified, as lessee shall be deemed a breach of this lease agreement and a voluntary vacancy as to each such person. Thus, breaching and invalidating this agreement.

K. No subletting allowed. Any guest that resides with the tenant(s) more than 14 consecutive days without the owner's permission will be considered a sublet and a breach of this agreement.

3. INSURANCE. Lessee understands and agrees that the insurance coverage maintained by Lessor is for structure only. Lessee agrees to obtain individual insurance coverage for their personal contents and liability.

4. POSSESSION. Lessee shall be entitled to possession of such property on the ____ day of _____, 20____, and may retain such possession as long as Lessee is not in default under the terms of the Agreement in accordance with applicable state law.

5. **TITLE.** During the entire term of this Agreement the deed, legal title, and equitable title to the property shall remain with the Lessor.

6. **MAINTENANCE, WASTE, LIENS.** Lessee agrees as follows:

A. At all times, at Lessee's own expense, to reasonably maintain any buildings and improvements on the property, or their replacements or substitutions, in good condition and repair. Repairs and replacements shall be made in a timely manner. However, Lessee agrees to not do or permit any renovation or remodeling on the premises without first obtaining written consent from Lessor.

B. Not to allow or permit any waste or strip of the property. Should Lessee replace (with Lessor's written permission) appliances or other aspects of the property, it is with the understanding that said replacements shall revert to Lessor should Lessee vacate the property

C. To maintain the property in a clean, orderly, neat, tenable and attractive condition.

D. To neither allow nor permit any nuisance, nor allow or permit the premises to be used for any unlawful purpose.

E. To keep the property free from mechanics and all other liens and hold Lesser harmless there from and reimburse Lesser in defending against any such liens.

F. To comply with all federal, state, city, and/or other applicable governmental or association codes, and to comply with covenants, conditions, and restrictions applicable to the property.

G. Lessee may not keep any pets in the property without written permission from Lesser.

H. To not use or keep in or about the premises anything that would adversely affect coverage of the premises under a standard fire or extended insurance policy.

LESSOR'S INITIALS _____ / _____

LESSEE'S INITIALS _____ / _____

I. To maintain a reasonable amount of heat in cold weather to prevent damage to the premises, and if damage results from Lessee's failure to comply, Lessee shall be held liable for this damage.

J. To allow Lessor to enter the premises with a 24-hour notice for the purpose of inspecting the premises to confirm compliance with the above requirements.

Lesser may enter without advance notice when a health or safety emergency exists or if the Lessee is absent and Lessor believes entry is necessary to protect the premises or the building in which they are located from damage. Lessee hereby agrees and accepts this provision.

(LESSEE'S INITIALS ARE REQUIRED)

Lessee

Lessee

Lessee's failure to comply with the above provisions shall be grounds for immediate termination by Lesser of this lease agreement.

7. NON-LIABILITY OF LESSOR FOR DAMAGES. Lessor shall not be held liable for damage or liability claims for injury to persons, including Lessee or his agents or employees or invitees, or for property damage from any cause related to Lessee's occupancy of the premises, including those arising out of the damages or losses occurring on sidewalks or other areas adjacent to the leased premises, during the term of this lease. Lessee hereby covenants and agrees to indemnify Lessor and hold Lessor harmless from all liability, loss, or other damage claims or obligations because of, or arising out of such injuries or losses. If Lessor shall be made a PARTY to recover damages because of the condition of or any activity on or relating to the property, Lessee shall assume the defense of Lessor and shall indemnify and hold Lessor harmless from any and all liability, loss, cost, damages, or judgments arising out of such suit or action.

This does not waive owner's duty of care to prevent personal injury or property damage where that duty is imposed by law.

8. RISK OF LOSS AND DAMAGE. Lessee agrees that such property is at all times at Lessee's Risk and should said property suffer any loss, damage, or injury, Lessee agrees notwithstanding, to purchase and pay the amounts due hereunder in full according with the terms hereof without right of offset or abatement.

Lessee agrees to be responsible for all acts of negligence or breaches of this agreement by Lessee and Lessee's guests and invitees, and to be liable for any resulting property damage or injury, and Lessee shall be responsible for any destruction, damage, impairment, or removal of any part of the premises caused by an act or omission of the Lessee, or by any person, or animal, or pet on the premises at anytime.

If the leased premises are damaged by fire or other casualty to such an extent that renders it untenable, Lessee may move out, unless Lessor within six (6) months proceeds to repair and rebuild. Lessee may move out if the repair work causes undue hardship. If Lessee remains, rent shall abate to the extent Lessee is deprived of normal, full use of the premises, until the premises are restored. The Lessor shall in no way be obligated to rebuild or restore the leased premises. If repairs are not made, which determination shall be in the sole discretion of the Lessor, then in such event,

this agreement shall terminate, and the Lessee is entitled to refund of their security deposit as outlined in Paragraph 2.A. of this agreement.

LESSOR'S INITIALS _____ / _____

LESSEE'S INITIALS _____ / _____

9. PAYMENTS BY LESSOR. If Lessee shall fail to make any of the payments to third parties or fail to take any action at Lessee's expense required hereunder, Lessor may, at Lessor's option on Lessee's behalf, take the required action, and any amount shall be payable on demand with interest at the maximum rate of _____% as allowed by the State of _____ per annum from the date of expenditure. Rights provided for in this paragraph are in addition to other rights Lessor may have.

LESSEE'S INITIALS _____ / _____

LESSOR'S INITIALS _____ / _____

10. DEFAULT. If Lessee defaults in the payment of any payment due under the terms of this Agreement, or defaults in any other obligation contained herein, or if such property or any part thereof is seized or levied upon or attempted to be seized or levied upon under any legal process issued against Lessee, or if a debtor's relief proceeding or a bankruptcy, receivership, or insolvency shall be instituted or filed by or against Lessee, or if Lessee shall enter into any arrangement or composition with creditors, this will be considered a breach of this Lease Agreement, which shall automatically terminate it. It is understood and agreed between the parties that "time is of the essence" in this Agreement. In case Lessee shall fail to make any of the lease payments above required or shall fail to keep any other agreement herein contained, then Lesser, at Lessor's option and within the timeframe allowed by law, shall have any and all of the following remedies, in addition to other legal rights and remedies:

A. To institute an action or other proceeding for the enforcement of payment of any delinquent lease payments or the performance of any other covenant or agreement herein contained, in the same manner and to the same extent as though such installments or other obligations were evidenced by an unsecured promissory note then due and payable.

B. Lesser may re-enter the premises immediately and terminate Lessee's occupancy of the premises.

C. Upon termination of this Agreement for breach of any of its conditions and terms, the Lessee shall relinquish all rights, privileges, and financial considerations, including all lease payments, any monies spent for improvements, or any other monies spent are laid claim to.

In the event of termination of this Agreement for breach, all rights and interest created or then existing in favor of Lessee as against Lesser hereunder shall thereupon cease, and all other rights acquired by Lessor hereunder shall revert to and revest in Lessor without any act of re-entry or any other act of Lesser to be performed, and without any right of Lessee of return, reclamation or compensation for moneys paid on account of the lease with option to purchase of said property, and such

payments therefore made under this contract are to be retained by and belong to Lessor as the agreed and liquidated damages, and Lessor in the case of such termination shall have the right immediately, or at any time thereafter, to take possession of the property thereof, together with all improvements and appurtenances thereon or thereto belonging. The remedies accorded Lessor hereunder are cumulative and concurrent and shall be in addition to any other rights or remedies permitted by law or equity. Lessor, or Lessor's assigns, shall have the right to enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate or stop or prevent Lessor or Lessor's assigns from pursuing any further or other remedy hereunder or which is permitted by law or equity.

LESSOR'S INITIALS _____ / _____

LESSEE'S INITIALS _____ / _____

11. REMEDIES. If any legal action or proceeding be brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees.

EVICITION PROCEDURES WILL COMPLY WITH SECTION 33-1368 OF ARS Title 33 Chapter 10 Arizona Residential Landlord Tenant Act. If rent is unpaid when due and the tenant fails to pay rent within five days after written notice by the landlord of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period of time, the landlord may terminate the rental agreement by filing a special detainer action pursuant to 33-1377. Before the filing of a special detainer action the rental agreement shall be reinstated if the tenant tenders all past due and unpaid periodic rent and a reasonable late fee set forth in a written rental agreement. After a special detainer action is filed the rental agreement is reinstated only if the tenant pays all past due rent, reasonable late fees set forth in a written rental agreement, attorney fees and court costs. After a judgment has been entered in a special detainer action in favor of the landlord, any reinstatement of the rental agreement is solely in the discretion of the landlord.

12. NON-WAIVER OF PERFORMANCE. Lessee further agrees that any extension of time Or payment or the acceptance of a part thereof or failure of Lessor to enforce promptly any other provision of this Agreement by Lessee, shall not be construed as a waiver on the part of Lessor of the strict performance of all conditions and agreements set forth herein, and Lessor may, nevertheless, without notice enforce the performance of this Agreement as herein provided, upon any breach by Lessee of any of the conditions and obligations set forth herein or upon failure to make prompt payment according to any extension granted.

13. LEAD-BASED PAINT DISCLOSURE (INITIALS REQUIRED). The U.S. Department of Housing and Urban Development requires any Lesser of residential real property built prior to 1978 to (1) notify the Lessee of any known lead-based paint or lead-based paint hazards in the Premises to be sold, (2) provide the Lessee with any lead-based paint risk assessments or inspections in the Lessor's possession, and (3) provide the Lessee a 10-day opportunity, or other mutually agreed upon period, to conduct or obtain

a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards. Lessee is advised to conduct or obtain such assessments or inspections during the Inspection Period.

By initialing below, **Lessee acknowledges:**

- ◆ That the residence(s) and building(s) included in the sale were constructed prior to 1978 and that Lessee has received the Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards, and any report, records, pamphlets and/or other materials referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home". Or
- ◆ That the residence(s) and building(s) included in this sale were constructed in 1978 or later.

(LESSEE'S INITIALS ARE REQUIRED):

_____ _____
Lessee Lessee

LESSOR'S INITIALS _____ / _____ LESSEE'S INITIALS _____ / _____

14. ATTORNEY AND ADMINISTRATIVE FEES. In case suit or action is instituted in regards to this Agreement, or to enforce or interpret any of the provisions hereof, or to institute eviction proceedings, Lessor shall be entitled to recover from Lessee such attorney's fees, court and other costs, and disbursements. In addition, should the following events occur, the following administrative fees shall be assessed:

Issuance of a "Pay or quit" letter	\$ _____
Filing of unlawful detainer action	_____ plus costs
Appearance in court by Lesser or Lessor's assigns to pursue unlawful detainer action	\$ _____

15. MOVE IN WALK THROUGH.

The Lessee(S) and Lessor have completed a walk through of the premises on or prior to the move-in date and the condition of the premises has been accepted by tenant with the following exceptions:

DATE _____ Lessor _____

Lessee(s) _____ Lessee(s)

16. VOLUNTARY NUISANCE REPAIR CLAUSE. The landlord and tenant of a single family residence may agree in writing, supported by adequate consideration, that the tenant perform the landlord's duties specified in subsection A, paragraphs 5 and 6 of this section (22-1324 ARS Title 33 Chapter 10) and also specified repairs, maintenance tasks, alterations and remodeling, but only if the transaction is entered into in good faith, not for the purpose of evading the obligations of the landlord and the work is not necessary to cure noncompliance with subsection A, paragraphs 1 and 2 of this section. (22-1324 ARS Title 33 Chapter 10)

Repairs needed up to \$_____ per incident will be completed by the tenant/lessee, consideration for this will be \$_____ per month offered as a credit towards the monthly rent. No credit will be given if the rent is received after the 1st of the month. No credit will be given if the tenant is in breach of any part of this lease agreement.

I hereby voluntarily () choose () do not choose to accept responsibility for repairs, applicable under _____ State Law, with compensation, as referenced above.

Lessee's Signature _____

Lessee's Signature

LESSOR'S INITIALS _____ / _____

LESSEE'S INITIALS _____ / _____

17. LESSOR'S RIGHT OF ENTRY. The Lesser may enter the premises with a 48 hour notice to the tenants for the following reasons:

1. To show the premises to prospective buyers/tenants
2. To complete required maintenance on hvac or appliances
3. To complete requested maintenance
4. To complete maintenance to maintain the unit

In case of an emergency, owner may enter the premises without the required posting of a 48-hour notice.

If the Lessee refuses entry after receiving a 48-hour notice to enter for the above reasons, that refusal will be considered a breach of this lease and the Lessor will terminate this lease.

Entry for maintenance items will be between 7:30 am and 5:30 pm Monday thru Saturday. Any other times requested by lessee that results in additional charges for the service shall be paid in advance by the lessee, prior to the service.

Lessee is required to report in writing any maintenance items the are in excess of the repair obligation agreed to. For an emergency, which affects health and safety and is deemed in excess of the repair obligation agreed to, the lessee can call () _____-_____ to report the needed repair.

If the Lessee(s) fails to report a repair either by phone or in writing and that repair creates additional damage due to not reporting the repair in a timely manner, the Lessee(s) will be charged for the additional damage.

18. APPLIANCES. APPLIANCES ARE NOT INCLUDED IN THE RENTAL AGREEMENT:

The Lessor assumes no responsibility for any appliances in the house. They are there solely at his/her convenience. They may be unreliable. If you want them removed prior to moving in, your rent will be reduced \$5.00 per month. Once you've moved in, if the appliances should fail to operate, the Lessor will not be responsible for repairs. They will be removed at your request at no charge, or you can have them repaired at your own expense. No adjustment will be made in the rent once you've moved in.

THE PREMISES HAS HEATING () AND SMOKE DETECTORS ().

19. MOVE OUT. Upon vacating the premises, the Lessee(s) and Lessor are required to complete a walkthrough for the purposes of determining the condition of the premises and the disposition of the security deposit. If resident fails or refuses to participate in a move-out inspection with the owner, then the closing deposit inspection form will be conclusively presumed to be accurate.

LESSOR'S INITIALS _____ / _____ LESSEE'S INITIALS _____ / _____

20. LOCKS: Owner will not respond to a lockout request. Lessee(s) is responsible for having access to the premises at all times. Any damage caused by lessee(s) forcibly

entering the premises because of lost keys or accidentally locking themselves out will be paid for by the tenant(s).

Locks cannot be altered or changed. Resident will be subject to charge due to unauthorized alternations or changes in door or postal locks.

21. NOTICES. Any notice which may be required by terms of this Agreement shall be given in writing and forwarded by regular United States Mail to Lessor or Lessee at their current mailing address or at such other address or addresses as the parties may hereafter respectively designate.

Both parties hereby agree to notify the other party within two days upon change of address or daytime telephone number.

22. CONSTRUCTION. In constructing this Agreement, it is understood that Lessor and/or Lessee may be more than one person and that where the Agreement so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter. If there is more than one Lessee, the obligations of all Lessees shall be joint and several.

23. SEVERABILITY. Each covenant, condition, and provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any covenant, condition, or provision shall be held to be void or invalid, the same shall not affect the remainder hereof, which shall be effective as though the void or invalid covenant, condition, or provision had not been contained herein.

24. LICENSE. Lessor or Lessor's nominee, (a principal in the buying entity or relative does hold () does not hold () a(n) _____ State Real Estate License.

25. GOVERNING LAW. This Agreement shall be construed according to the laws of the State of _____.

26. ESSENCE OF TIME. Time is of the essence in this Agreement.

27. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties relating to the property. it supersedes any and all prior memoranda, earnest money agreements, options, and all other prior documents made by the parties in connection with the transaction described herein. Oral agreements and understandings of the parties respecting the subject matter of this Agreement, if any, have been integrated herein.

28. EXECUTION IN COUNTERPARTS. This agreement may be executed in counterparts and by facsimile signatures. This agreement shall become effective as of the date of the last signature.

29. BINDING EFFECT. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns (where permitted) of the respective parties hereto.

LESSOR'S INITIALS _____ / _____ LESSEE'S INITIALS _____ / _____

30. COMPREHENSION OF DOCUMENT. Lessor has advised Lessee to have this Agreement reviewed by legal counsels of their own choice. Lessee before executing this Agreement, has fully reviewed the terms, contents, conditions, and effects with their legal counsel, if any, and that in executing this Agreement, no promise or representation of any kind has been made to Lessee by Lessor or by anyone acting for Lessor except as expressly stated in this Agreement. Lessee has relied solely upon Lessee's judgment after consulting with their legal counsel, if any.

33. ADDENDUM.

The parties hereto have executed this Standard Lease Agreement of Real Property this _____ day of _____ 20____.

LESSOR:

LESSEE:

* _____

* _____

Signature **Date**

Signature

Name Printed

Name Printed

* _____

* _____

Signature **Date**

Signature

Name Printed

Name Printed

Address

Address

City
Zip

State

Zip

City

State

LESSOR'S INITIALS _____ / _____

LESSEE'S INITIALS _____ / _____