Realty Executives ARIZONA ASSOCIATION OF REALTORS®

TENANT ATTACHMENT



This attachment should be given to the Tenant prior to the submission of any offer REALTO and is not a part of the Residential Lease Agreement's terms.

ATTENTION TENANT!

You are entering into a legally binding agreement.

- 1. Read the entire agreement before you sign it.
- 2. <u>Read the Rules & Regulations, CC&Rs and all other governing documents</u>, especially if the property is in a homeowner's association.
- 3. You are strongly urged to obtain Renter's Insurance.
- 4. Investigate all material (important) facts.
- 5. <u>Read and understand your rights and obligations pursuant to the</u> <u>Arizona Residential Landlord and Tenant Act</u>, a copy of which may be obtained at www.azsos.gov.

You can obtain information about considerations when renting or buying a property through the Buyer's Advisory at www.aaronline.com. **Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any area of interest or concern in the transaction.** Be cautious about verbal representations, advertising claims, and information contained in a listing. Verify anything important to you.



Arizona Association of REALTORS® • 255 E. Osborn Rd. • Phoenix, AZ 85012 Phone: (602) 524-9034 • Fax: (602) 351-2474 • Monica Schulik Tenant

Realty Executives

RESIDENTIAL LEASE AGREEMENT

REALTOR® PAGE 1

The printed portion of this contract has been approved by the ARIZONA ASSOCIATION OF REALTORS® ("AAR") This is intended to be a binding contract. No representation is made as to the legal validity or adequacy of any provision or the tax consequences thereof. If you desire legal, tax or other professional advice, consult your attorney, tax advisor, insurance agent or professional consultant.

1.	Landlord: or 🗌 as identified on Line 329.
	LANDLORD'S NAME(S)
Ζ.	TENANT:
	Landlord rents to Tenant and Tenant rents from Landlord, the real property and all fixtures and improvements thereon and appurtenances incident thereto, plus personal property described below (collectively the "Premises").
5.	Premises Address:
6.	City: AZ, Zip Code:
	Personal Property Included: Washer Dryer Refrigerator Range/Oven Dishwasher Microwave Other:
9. 10.	Occupancy: The Premises shall be used only for residential purposes and only by the following named persons:
12. 13. 14. 15.	Assignment and Occupancy Restrictions: Only persons listed above may occupy the Premises or any part thereof without Landlord's prior written consent. If Tenant attempts to sublet, transfer, or assign this Agreement and/or allows any persons other than those listed above to occupy the Premises without Landlord's prior written consent, such act shall be deemed a material non-compliance by the Tenant of this Agreement and the Landlord may terminate this Agreement.
	Addenda Incorporated: Lead-based Paint Disclosure Inventory List
	Other:
19.	Term: The lease shall begin on at and end on at, at which time this Agreement
20. 21. 22. 23. 24.	shall automatically continue on a month-to-month basis, but with all other terms and conditions set forth herein remaining the same, unless either party provides written notice to the other of their intention to terminate the Agreement. Notice to terminate the Agreement at the end of the original term shall be given on or prior to the last rental due date of the original term. Notice to terminate, if on a month-to-month basis, shall be given thirty days prior to the periodic rental date specified in the notice. At lease termination Tenant shall return all keys/garage door/entry gate openers as described on Lines 107-108 and vacate the Premises.
27. 28.	IF THE TENANT WILLFULLY FAILS TO VACATE THE PREMISES AS PROVIDED FOR IN THIS AGREEMENT, THE LANDLORD SHALL BE ENTITLED TO RECOVER AN AMOUNT EQUAL TO BUT NOT MORE THAN TWO MONTHS' PERIODIC RENT OR TWICE THE ACTUAL DAMAGES SUSTAINED BY THE LANDLORD, WHICHEVER IS GREATER, AS PROVIDED FOR IN THE ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT ("ARLTA").
30. 31. 32. 33.	Earnest Money Receipt: No Earnest Money is required. Earnest Money is required in the amount of \$ and shall be held by Broker named on Line 293 until offer is accepted. Tenant understands that, until offer is accepted, Landlord is entitled to lease the Premises to another Tenant.
34.	Form of Earnest Money: 🗌 Personal Check 🗌 Cashier's Check 🗌 Other:
35.	Upon acceptance of this offer by Landlord, Earnest Money will be deposited with:
36.	PRINT BROKERAGE FIRM'S NAME)
37.	
38.	Other:

Initials:	/ TENANT	TENANT	ARIZONA BEALTORB: 2008 Form RLA	Initials:	/ LANDLORD
		PAGE 1 of 8			

All earnest money shall consist of immediately available funds and is subject to collection. In the event any check for earnest money
 is dishonored for any reason, at Landlord's option, Landlord shall be immediately released from all obligations under this Agreement
 by notice to Tenant, Upon acceptance of this Agreement by all parties, all earnest money shall be deemed a security deposit

41.	by notice to renam. Opon acceptance of	Ins Agreement by a	ii parties, all ea	amest money shall be deemed a security deposit.	
42.	Rent: Tenant shall pay monthly installment	nts of \$		plus any applicable sales taxes, which are current	ily
43.	\$; totaling \$		_("Rent") to: _		
44.			at: _		
46. 47.	(regardless of weekends or holidays). Re	ent shall be payable charges. If the sale	in advance w s tax changes	han 5 p.m. on the day of each mon vithout deductions or offsets. Landlord is not required a during the term of this Agreement, Landlord may adju pon thirty (30) days notice to Tenant.	to
49.	Rent Proration: If the first monthly install	ment is for a period	other than the	full month, the Tenant shall pay \$ plus ar	ny
50.	applicable sales taxes, of \$	_ , totaling \$	for the	period beginning and ending	
51. 52. 53. 54. 55. 56. 57.	but not limited to, prepaid Rent in ARLTA does not prohibit a Tenant The breakdown of the deposit and were calculated and does not lim	an amount or valu from voluntarily p ounts shown belo it Landlord's righ earing accounts, wl	ue in excess baying more f w is solely f t to use all hich interest s	eiving security, however denominated, including, of one and one-half month's Rent; however the than one and one-half month's Rent in advance. for the purpose of showing how such amounts deposit amounts as permitted by the ARLTA. shall be retained by the Broker or Landlord. RDS LAST MONTH'S RENT.	
	Initial Rent payment: + \$				
59. 60.				e payment or performance under this Agreemer g.	nt.
61.	Security deposit: + \$				
62.	Pet deposit: + \$				
63.	Cleaning deposit: + \$				
64.	Non-refundable Charges Due:				
65.	_	(for additiona	I cleaning and	I sanitizing of the Premises after Tenant vacates.)	
66. 67.	Redecorating Fee: + \$	(for periodic r		ment of floor and window coverings, paint and	
68.	Pet Fee: + \$			nd cleaning after Tenant vacates.)	
69.	Other: + \$)
70	Tax Due:	、			
		Tax rate	%	Taxable amount \$	
72	Total Required Payment:	\$			
	Less earnest money	- \$	(beco	omes security deposit upon acceptance by all parties)	
	BALANCE DUE (CERTIFIED FUNDS):	\$	(2000)		
	· · ·			MO/DA/YR	—
75.	Refundable deposits will be held:	3y Landlord 📙 Brok	ker's Trust Acc		
70			-	BROKERAGE FIRM NAME	
77. 78. 79. 80.	Tenant. If deposits are held by Landlord, If the Premises are surrendered to Landlo acceptable to Landlord, Landlord shall ret	Tenant and Landlor ord at the termination urn the refundable d o Landlord in an un	d agree to hole n or expiration leposits to the clean, damage	Int without ten (10) calendar days' written notice to the Id Broker harmless of all liability regarding said deposition of this Agreement in a clean and undamaged condition Tenant within the time period provided for in the ARLT, ed or unacceptable condition, Landlord shall be entitle e for any additional charges.	ts. on A.
83. 84. 85. 86.	\$for all checks returned These additional charges shall be coll	ed by the due date from the bank unpai ectible as Rent. If	d for any reaso a Rent chec	be collectible as Rent. Tenant shall pay a charge on, in addition to the late charge provided for on Line 8 ck has been returned from the bank unpaid for an bursuant to this Agreement be paid in the form of	2. ny

Initials:		/		Initials:	,	/
	TENANT	TENANT	© BEALTORS 2008 Form RLA	LANDLO	DRD	LANDLORD

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88. Late or Partial Payments: The acceptance by Landlord of any late or partial payment shall not change the due date or 89. amount of any required payment in the future and shall not relieve Tenant of any obligation to pay the balance of the Rent 90. and any applicable late fees or costs.

91. Credit/Background Report(s): A credit/background report(s) application fee of \$

92. is due by separate payment and is non-refundable. This Agreement is conditioned on satisfactory verification and approval 93. by Landlord of Tenant's employment, credit, banking references, income, past rental history, and criminal and/or other 94. background check(s) prior to possession. Tenant consents to these credit/background check(s) by Landlord or Broker. Tenant shall complete a separate rental and/or credit application containing all the required information. Tenant warrants 95. 96. that the information is correct and complete and that Tenant has disclosed all pertinent information and has not withheld 97. any information, including, but not limited to, poor credit, early terminations of leases, evictions or bankruptcy. Tenant's 98. material falsification of any information provided to Landlord shall entitle Landlord to terminate this Agreement and pursue all applicable remedies, damages, court costs and reasonable attorneys' fees. The credit history of Tenant with respect 99. 100. to this Agreement may be reported to any credit bureau or reporting agency. **Pets** (including, but not limited to animals, fish, reptiles or birds): 101. No pets allowed. Tenant agrees not to keep or permit any pets on the Premises without prior written consent of the Landlord. 102. 103. Landlord hereby grants Tenant permission to keep the following described pet(s) on the Premises: and Tenant 104. is required is not required to maintain a liability insurance policy to cover any liability incurred due to pet with a 105. minimum of \$ coverage and cause Landlord to become an "additional insured" under the policy. 106. 107. Keys: Landlord agrees to deliver to Tenant keys for Premises: and _____ garage door openers upon possession. 108. Entry Gate Other: 109. The Tenant shall pay Rent and shall remain responsible for the security of the Premises until all keys and garage door 110. openers have been physically returned to Landlord or otherwise satisfactorily accounted for by Tenant. Leaving 111. keys/garage door opener/entry gate opener in or on the Premises will not be considered returned. Tenant agrees to pay all costs 112. related to replacing lost or unreturned keys and/or garage door/entry gate openers. Tenant shall not change the locks or 113. add a deadbolt lock without Landlord's written consent. Tenant acknowledges that unless otherwise provided herein, 114. Premises have not been re-keyed. 115. **Utilities:** Tenant agrees to arrange, and pay for when due, all utilities except: 116. 117. HOA Fees: Homeowners' Association Fees shall be paid by: Landlord Tenant Not applicable 118. **Maintenance Responsibility:** The following shall be the responsibility of the party indicated: 119. A. Pool Maintenance: Cleaning/Routine Maintenance: Landlord Tenant Association Not applicable 120. Pool Chemicals: Landlord Tenant Association Not applicable 121. Landlord Tenant Association Not applicable 122. B. Routine Pest Control: 123. C. Yard Maintenance: 124. Front Yard: Landlord Tenant Association Not applicable Back Yard: Landlord Tenant Association Not applicable 125. Landlord Tenant Association Not applicable 126. D. Other: Upkeep of the Premises: Tenant has completed all desired physical, environmental or other inspections and investigations of 127. 128. the Premises and is satisfied with the physical condition, except as otherwise noted in writing. Tenant shall maintain the Premises 129. in a neat and undamaged condition and, in particular, shall comply with applicable provisions of building codes, homeowner's 130. association or other rules and regulations; maintain the Premises in a clean and safe condition; dispose of all ashes, rubbish, 131. garbage and other waste; keep and use all plumbing and electrical, sanitary, heating, ventilating and air conditioning facilities and 132. elevators and other facilities and appliances in a clean and reasonable manner; and generally conduct themselves and others in 133. their charge, including pets, in a manner so as not to disturb their neighbors or in any way, deface, damage, impair or otherwise 134. destroy any part of the Premises. Tenant shall immediately notify Landlord of any situation or occurrence that requires the Landlord 135. to provide maintenance, make repairs, or otherwise requires the Landlord to take action as required by the ARLTA, including, but 136. not limited to any moisture conditions from any source, leaks, evidence of mold/mildew, or of any inoperative mechanical, plumbing 137. or electrical system or component thereof. In the event the Tenant notifies Landlord of any condition requiring the Landlord to make 138. repairs or perform maintenance, such notice shall constitute permission from the Tenant for the Landlord to enter the Premises for 139. the sole purpose of making the repairs or performing the maintenance requested. If Tenant fails to comply with such requirements 140. Landlord may make necessary repairs and submit a bill to Tenant subject to the provisions of the ARLTA. Tenant also agrees to

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PAGE 4

- 141, replace furnace filters, air conditioning filters, light bulbs, water filters and smoke alarm and/or carbon monoxide detector bat-
- 142. teries as frequently as conditions require, or as otherwise provided. Landlord agrees to maintain the Premises as provided in
- 143. the ARLTA and shall comply with the requirements of applicable building codes, homeowner's association or other rules and
- 144. regulations, make all repairs necessary to keep the Premises in a fit and habitable condition and maintain common areas.

145. Crime-Free Provision: Tenant, occupants, family, guests, invitees, or other persons under the Tenant's control shall not engage 146. in or facilitate: (i) any acts involving imminent or actual serious property damage as defined by law; (ii) any criminal activity, includ-147. ing drug-related criminal activity, any act of violence or threats of violence, other illegal activity, including prostitution, crimi-148. nal street gang activity, threatening or intimidating, unlawful discharge of firearms, or assault; (iii) jeopardize the health, safety and

149. welfare of tenants, Landlord, Landlord's representatives, agents or others.

150. VIOLATION OF THIS PROVISION SHALL CONSTITUTE A MATERIAL AND IRREPARABLE VIOLATION OF THIS 151. AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY.

152. Rules and Law: Tenant has either received a copy of any rules, regulations, covenants, conditions and restrictions, home-153. owners' association rules, ordinances, and laws ("Rules and Law") concerning the Premises, or has made an independent 154. investigation of the applicability of any such Rules and Law to Tenant's use of the Premises. If the homeowner's association, 155. state, county, municipal or other governmental bodies adopt new ordinances, rules or other legal provisions affecting this 156. Agreement, the Landlord may make immediate amendments to bring this Agreement into compliance with the law. In such 157. event, the Landlord agrees to give Tenant notice that this Agreement has been amended and shall provide a brief descrip-158. tion of the amendment and the effective date.

159. Compliance with Rules and Law: Landlord and Tenant agree to comply with the applicable Rules and Law concerning the Premises. Tenant agrees to supervise other occupants, family, guests, invitees, or other persons under the Tenant's control 160. 161. to ensure their compliance with the Rules and Law and shall be responsible for any actions of the foregoing who violate this 162. Agreement or the applicable Rules and Law. Tenant shall immediately notify Landlord upon receipt of any notice of violation 163. and shall pay any fines or penalties assessed by any governing body as a result of Tenant's noncompliance with Rules 164. and Law.

165. Swimming Pool Barrier Regulations: Tenant agrees to investigate all applicable state, county, and municipal Swimming Pool Barrier Regulations and agrees to comply with said regulations while occupying the Premises, unless otherwise agreed in writ-166. ing. If the Premises contains a swimming pool, Tenant acknowledges receipt of the Arizona Department of Health Services 167. approved private pool safety notice. Landlord and Tenant expressly relieve and indemnify brokers from any and all liability and 168. 169. responsibility for compliance with any applicable pool barrier laws and regulations.

170.

(TENANT'S INITIALS REQUIRED)

TENANT TENANT

171. Lead-based Paint Disclosure: If the Premises were built prior to 1978, the Landlord shall: (i) notify the Tenant of any known 172. lead-based paint ("LBP") or LBP hazards in the Premises; (ii) provide the Tenant with any LBP risk assessments or inspections 173. of the Premises in the Landlord's possession; (iii) provide the Tenant with the Disclosure of Information on Lead-based Paint 174. and Lead-based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the 175. pamphlet "Protect Your Family from Lead in Your Home" (collectively "LBP Information").

176. The Premises were constructed prior to 1978 and Tenant has received and executed the Disclosure of Information on 177. Lead-based Paint and Lead-based Paint Hazards, and has received any reports, records, pamphlets, and/or other materials 178. referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home."

179.	(TENANT'S INITIALS REQUIRED)
	TENANT TENANT
180.	OR
181.	Premises were constructed in 1978 or later.
182.	(TENANT'S INITIALS REQUIRED)
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184.	Smoke Detectors: The Premises does does does not contain smoke detector(s). If yes, Tenant shall maintain the detector(s) in working condition, change batteries and notify Landlord if the detector is not working properly or missing from the Premises.
187.	Carbon Monoxide Detectors: The Premises does does does not contain carbon monoxide detector(s). If yes, Tenant shall maintain the detector(s) in working condition, change batteries and notify Landlord if the detector is not working properly or missing from the Premises.
	Fire Sprinklers: The Premises does does not contain fire sprinklers. If yes, Tenant shall notify Landlord if the sprinklers are not working properly or are missing from the Premises.

Initials:	/ TENANT	TENANT	BARIZONA REALTORS: 2008 Form RLA	Initials: LANDLORD	LANDLORD	

191. Alterations and Improvements: Tenant shall not make any alterations or improvements to the Premises without Landlord's 192. prior written consent.

193. Tenant Liability/Renter's Insurance: Tenant assumes all liability for personal injury, property damage or loss, and insurable 194. risks. Landlord strongly recommends that Tenant obtain and keep renter's insurance in full force and effect during the full term

195. of this Agreement.

196. Access: Tenant shall not unreasonably withhold consent to Landlord or Landlord's representative(s) to enter into the 197. Premises to inspect, make necessary or agreed repairs, decorations, alterations or improvements; supply necessary or 198. agreed services or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. 199. Landlord may enter the Premises without consent of the Tenant in case of emergency. Landlord shall not abuse the right to 200. access or use it to harass the Tenant. Except in case of emergency or if it is impracticable to do so, Landlord shall give the 201. Tenant at least two days' notice of the intent to enter and enter only at reasonable times.

202. **Tenant Obligations upon Vacating Premises:** Upon termination of this Agreement, Tenant promises to surrender the 203. Premises to Landlord in the same condition as when the Agreement term commenced, reasonable wear and tear excepted; 204. all debris will be removed from the Premises; mail forwarded; and keys/garage door opener/entry gate opener returned to Landlord. 205. Tenant shall have all utilities on until after move-out inspection.

206. **Trustee's Sales Notice:** Landlord shall not allow the Premises to become the subject of a trustee's sale. Tenant shall notify 207. Landlord immediately upon receipt of any notice of trustee's sale. Tenant acknowledges that pursuant to law, Tenant's rights 208. under this Agreement may be terminated in the event of a trustee's sale.

209. **Death of Tenant:** Tenant may provide and update Landlord with the name and contact information of a person who is authorized 210. to enter the Premises to retrieve and store Tenant's personal property if the Tenant dies during the term of this Agreement. In the 211. event of Tenant's death during the term of this Agreement, Landlord may release Tenant's personal property pursuant to the ARLTA.

212. **Breach:** In the event of a breach of this Agreement, the non-breaching party may proceed against the breaching party in any 213. claim or remedy that the non-breaching party may have in law or equity.

214. Attorney Fees and Costs: The prevailing party in any dispute or claim between Tenant and Landlord arising out of or relating 215. to this Agreement shall be awarded all their reasonable attorney fees and costs. Costs shall include, without limitation, expert 216. witness fees, fees paid to investigators, and arbitration costs.

217. Soldiers and Sailors' Civil Relief Act: If Tenant enters into military service or is a military service member and receives military 218. orders for a change of permanent station or to deploy with a military unit or as an individual in support of a military operation for 219. a period of 90 days or more, Tenant may terminate this Agreement by delivering written notice and a copy of Tenant's official 220. military orders to Landlord. In such a case, this Agreement shall terminate 30 days after the next monthly rental payment is due. 221. Military permission for base housing does not constitute a change of permanent station order.

222. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Agreement shall be treated as an original 223. Agreement. This Agreement and any other documents required by this Agreement may be executed by facsimile or other 224. electronic means and in any number of counterparts, which shall become effective upon delivery as provided for herein, 225. except that the Lead-based Paint Disclosure Statement may not be signed in counterpart. All counterparts shall be deemed 226. to constitute one instrument, and each counterpart shall be deemed an original.

227. Entire Agreement: This Agreement, and any addenda and attachments, shall constitute the entire agreement between 228. Landlord and Tenant, shall supersede any other written or oral agreements between Landlord and Tenant and can be modified 229. only by a writing signed by Landlord and Tenant. The failure to initial any page of this Agreement shall not affect the validity or 230. terms of this Agreement.

231. **Time of Essence:** Time is of the essence in the performance of the obligations described herein.

232. **Waivers:** No waiver by Landlord of any provision herein shall be enforceable against Landlord unless in writing signed by 233. Landlord, nor shall it be deemed a waiver of any other provision herein or of any subsequent breach by Tenant of the same 234. or any other provision. Landlord's consent to or approval of any act shall not constitute a continuing consent to or approval 235. of any subsequent act by Tenant.

236. **Subordination:** This Agreement shall be subordinate to all present and future ground leases, mortgages, deeds of 237. trust and any other encumbrances consented to by Landlord and also to any modifications or extensions thereof. 238. Tenant agrees to execute any subordination agreements or other similar documents presented by Landlord within 239. three (3) days of presentation.

240. **Permission:** Landlord and Tenant grant Brokers permission to advise the public of this Agreement and the price and terms herein.

241. Equal Housing Opportunity: Landlord and Brokers comply with federal, state, and local fair housing laws and regulations.

Initials: / TENANT TENANT	ARIZONA REALTORS ¹ 2008 Form RLA	Initials: / LANDLORD LANDLORD

242. **Construction of Language:** The language of this Agreement shall be construed according to its fair meaning and not strictly for 243. or against either party. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and 244. context. The use of the term Landlord in this Agreement shall include any Property Manager named on Line 329.

245. **Court Modification:** If any provision of this Agreement is found by a court to be invalid, illegal or vague, the parties agree 246. that such provision shall be modified or stricken by the court to the minimum extent deemed necessary to make it valid, legal 247. and enforceable and that all other provisions of this Agreement shall remain in full force and effect.

248. **Days:** All references to days in this Agreement shall be construed as calendar days and a day shall begin at 12:00 a.m. 249. and end at 11:59 p.m.

250. **Notices:** Unless otherwise provided for by statute or by agreement of the parties, all notices herein shall be in writing and shall 251. be delivered to Landlord at the address set forth on Line 318 and to Tenant at the Premises and shall be sent by registered or 252. certified mail, or personally delivered. Such notice shall be deemed received on the date the notice is actually received or 253. five (5) days after the date the notice is mailed by registered or certified mail, whichever occurs first.

254. Additional Terms:

291. AND ATTACHMENTS.

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| 270. |  |

271. **Tenant Acknowledgment:** By signing below, Tenant acknowledges that: (i) A free copy of the Arizona Residential 272. Landlord and Tenant Act is available through the Arizona Secretary of State's Office; (ii) The Landlord shall furnish upon 273. move-in, a move-in form for specifying any existing damages to the Premises and Tenant shall return the completed move-in 274. form to Landlord within five (5) days or \_\_\_\_\_\_ days of occupancy or Tenant shall accept the Premises in its existing 275. condition; (iii) The Tenant is hereby notified that Tenant is entitled to be present at the move-out inspection; (iv) Tenant 276. understands and agrees to the terms and conditions of this Agreement, and acknowledges a receipt of a copy of all 8 277. pages of the Agreement and any addenda.

278. INDEMNITY AND RELEASE: THE PARTIES TO THIS AGREEMENT AGREE TO INDEMNIFY AND HOLD HARMLESS 279. BROKERS, PROPERTY MANAGERS, AND ANY OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES OR 280. EMPLOYEES FROM ANY LOSS, CLAIM, LIABILITY OR EXPENSE ARISING FROM INJURY TO ANY PERSON OR 281. DAMAGE TO OR LOSS OF ANY PROPERTY, IN ANY WAY CAUSED BY THE PARTIES AND TENANT'S FAMILY, 282. GUESTS, INVITEES, AGENTS, PETS OR OTHERS UNDER THEIR CONTROL.

283. (TENANT'S INITIALS REQUIRED) TENANT TENANT 284. Terms of Acceptance: This offer will become a binding lease agreement when acceptance is signed by Landlord and a 285. signed copy delivered in person, by mail, facsimile or electronically, and received by Broker named on Line 304 by 286. at a.m. p.m., Mountain Standard Time. Tenant may withdraw this offer 287. at any time prior to receipt of Landlord's signed acceptance. If no signed acceptance is received by this date and time, this 288. offer shall be deemed withdrawn and the Tenant's earnest money shall be returned. 8 OF 289. THIS AGREEMENT CONTAINS PAGES EXCLUSIVE ANY ADDENDA AND ATTACHMENTS. 290. PLEASE ENSURE THAT YOU HAVE RECEIVED AND READ ALL 8 PAGES AS WELL AS ANY ADDENDA

| Initials: | /             | Initials: | /           |
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|           | TENANT TENANT | LANDLO    | RD LANDLORD |

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#### 292. Broker on behalf of Tenant:

| 93.<br>PRINT SALESPERSON'S NAME                                                                               | AGENT CODE                    | PRINT FIRM NAME                       |                               | FIRM CODE                 |
|---------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------------------------|-------------------------------|---------------------------|
| 94                                                                                                            |                               |                                       |                               |                           |
| FIRM ADDRESS<br>95.                                                                                           |                               | CITY                                  | STATE                         | ZIP CODE                  |
| TELEPHONE FA                                                                                                  | X                             | EMAIL                                 |                               |                           |
| 96. <b>Agency Confirmation:</b> The Broker n<br>97.  the Tenant  the Landlord or                              |                               |                                       |                               |                           |
| <ul><li>28. The undersigned agree to lease the F</li><li>29. receipt of a copy hereof including the</li></ul> |                               | conditions herein stated an           | d acknowledge                 |                           |
| 00                                                                                                            |                               |                                       |                               |                           |
| TENANT'S SIGNATURE                                                                                            | MO/DA/YR                      | TENANT'S SIGNATURE                    |                               | MO/DA/YR                  |
| 01.                                                                                                           |                               |                                       |                               |                           |
| ADDRESS                                                                                                       |                               |                                       |                               |                           |
|                                                                                                               |                               |                                       | STATE                         | ZIP CODE                  |
|                                                                                                               |                               |                                       | 0                             |                           |
|                                                                                                               | LANDLORD                      | ACCEPTANCE                            |                               |                           |
| 03. Broker on behalf of Landlord:                                                                             |                               |                                       |                               |                           |
| 04.                                                                                                           |                               |                                       |                               |                           |
| PRINT SALESPERSON'S NAME                                                                                      | AGENT CODE                    | PRINT FIRM NAME                       |                               | FIRM CODE                 |
| 05<br>FIRM ADDRESS                                                                                            |                               | CITY                                  | STATE                         | ZIP CODE                  |
| 6.                                                                                                            |                               | CIT                                   | STATE                         | ZIF CODE                  |
| TELEPHONE FA                                                                                                  | λX                            | EMAIL                                 |                               |                           |
| 07. Broker is not authorized to receive n                                                                     | otices or act on behalf of La | ndlord unless indicated on            | Lines 315-318 belo            | W.                        |
| <ul> <li>Agency Confirmation: The Broker n</li> <li>D9. the Landlord exclusively, or </li> </ul>              |                               |                                       |                               |                           |
| <ol> <li>Property Manager, if any, autho</li> <li>written agreement:</li> </ol>                               | rized to manage the Pre       | emises and act on beh                 | alf of Landlord p             | ursuant to separa         |
| 2                                                                                                             |                               |                                       |                               |                           |
| NAME<br>13.                                                                                                   |                               |                                       | TELEPHONE                     |                           |
| FIRM                                                                                                          |                               |                                       | TELEPHONE                     |                           |
| 14.                                                                                                           |                               |                                       | 07475                         | 710.0005                  |
| ADDRESS<br>15. Landlord or the person authorized to                                                           | act on behalf of the Landlo   | CITY<br>rd for receiving service of p | STATE<br>process, notices, an | ZIP CODE<br>d demands is: |
| 6.                                                                                                            |                               |                                       |                               |                           |
| NAME                                                                                                          |                               |                                       | TELEPHONE                     |                           |
| 17                                                                                                            |                               |                                       |                               |                           |
| FIRM<br>18.                                                                                                   |                               |                                       | TELEPHONE                     |                           |
| ADDRESS                                                                                                       |                               | CITY                                  | STATE                         | ZIP CODE                  |
|                                                                                                               |                               |                                       |                               |                           |
| Initials: /                                                                                                   | 4.                            |                                       | Initials:                     | 1                         |

319. Landlord Acknowledgment: Landlord has read this entire Agreement. The Landlord acknowledges that Landlord 320. understands the terms and conditions contained herein. The Landlord accepts and agrees to be bound by the terms 321. and conditions of this Agreement. The Landlord has received a signed copy of this Agreement and directs the Broker 322. to deliver a signed copy to the Tenant, and to any other Broker involved in this Agreement.

### 323. LANDLORD ACKNOWLEDGES THAT LANDLORD HAS PROVIDED THE REQUIRED INFORMATION ON RESIDENTIAL 324. RENTAL PROPERTY TO THE APPLICABLE COUNTY ASSESSOR.

| 325. | Counter Offer is attached, which is incorporated herein by reference. If there is a conflict between this Agreement and     |
|------|-----------------------------------------------------------------------------------------------------------------------------|
| 326. | the Counter Offer, the provisions of the Counter Offer shall be controlling. (Note: If this box is checked, Landlord should |
| 327. | sign both Agreement and Counter Offer.)                                                                                     |

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| <u>52</u> 0. |                              |                     |                    |                   |                            |            |       |                    |  |
|--------------|------------------------------|---------------------|--------------------|-------------------|----------------------------|------------|-------|--------------------|--|
|              | LANDLORD/PROPERTY MANAGER SI | MO/DA/YR LANDLORD/F |                    | RD/PROPERTY MANAG | PROPERTY MANAGER SIGNATURE |            |       |                    |  |
| 329.         |                              |                     |                    |                   |                            |            |       |                    |  |
|              | PRINT LANDLORD NAME          |                     |                    | PRINT L           | ANDLORD NAME               |            |       |                    |  |
| 330.         |                              |                     |                    |                   |                            |            |       |                    |  |
|              | PRINT PROPERTY MANAGER NAME  |                     |                    |                   |                            |            |       |                    |  |
| 331.         |                              |                     |                    |                   |                            |            |       |                    |  |
|              | ADDRESS                      |                     |                    | ADDRES            | S                          |            |       |                    |  |
| 332.         |                              |                     |                    |                   |                            |            |       |                    |  |
|              | CITY                         | STATE               | ZIP CODE           | CITY              |                            |            | STATE | ZIP CODE           |  |
| 333.         | OFFER REJECTED BY L          | ANDLORD:            |                    |                   |                            |            |       |                    |  |
|              |                              |                     |                    | ONTH              | , DAY                      | YEAR       | (LANI | NDLORD'S INITIALS) |  |
|              | For Broker Use Only:         |                     |                    |                   |                            |            |       |                    |  |
|              | Brokerage File/Log No.       |                     | Manager's Initials | 6                 | Broker's Initials          |            | Date  |                    |  |
|              |                              | -                   |                    |                   |                            | (MO/DA/YR) |       |                    |  |

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| Initials: | TENANT | /<br>TENANT | ABIZONA     REALTORB <sup>1</sup> 2008 Form RLA | Initials: | /<br>LANDLORD |  |
|-----------|--------|-------------|-------------------------------------------------|-----------|---------------|--|
|           |        |             |                                                 |           |               |  |