



RESIDENTIAL LEASE AGREEMENT AND DEPOSIT RECEIPT

**THIS IS A LEGALLY BINDING AGREEMENT:
IF YOU DO NOT UNDERSTAND IT
SEEK COMPETENT ADVICE**

**ESTES ES UN ACUERDO LEGAL
SI USTED NO ENTIENDE
BUSQUE AYUDA COMPETENTE**

_____ hereinafter referred to as "Tenant", agrees to rent from United Metro Properties, Inc. hereinafter referred to as "Agent", as agent for the property owner, _____ for the premises situated in the City of _____, located at _____ upon the following terms and conditions:

1. Summary of Move in Costs: Receipt is acknowledged for the sum _____ via on line payment on Agent's website (or by money order or cashier's check made payable to Agent). This payment shall be applied as set forth below (not including any credit card fees):

- \$ _____ Pro-Rated Rent from **08/11/2018 – 08/31/18**
- \$ _____ Pro-Rated Rent Sales Tax from **08/11/18 – 08/31/18**
- \$ _____ Security Deposit (Refundable)
- \$ _____ Animal Deposit (Refundable)
- \$ _____ Administrative/Processing Fee (Non-Refundable)
- \$ _____ Sales Tax on Administrative Fee (Non-Refundable)
- \$ _____ First month Tenant Liability Insurance premium (Non-Refundable)
- \$ _____ First month Tenant Liability Insurance Admin Fee (Non-Refundable)
- \$ _____ Sales Tax on Tenant Liability Insurance & Admin Fee (Non-Refundable)

Total \$ _____
Minus \$ _____ Previously Paid
Balance \$ _____ Due on/before move-in (unless prior arrangements have been made)

2. **Duration of Lease (Term):** This lease shall commence on _____ and continue until _____ at 5:00 PM Mountain Standard Time, and thereafter on a month-to-month basis until either party terminates the lease by giving 30 days written notice. See additional provisions below.

3. **Rent:** Rent shall be \$ _____ per month including applicable sales tax. Tenant understands that sales tax is due on all charges incurred by Tenant. Rent shall be increased or decreased by Agent based on future changes in sales tax rates. **RENT SHALL ONLY BE PAID VIA AGENT'S WEBSITE AND IS PAYABLE IN ADVANCE UPON THE FIRST OF EACH MONTH. NO CASH WILL BE ACCEPTED AT ANY TIME.** If Tenant chooses to pay rent via paper check, tenant understands that they will be charged \$5.00 per check and must include said charge in each payment or the payment may not be accepted by the Agent. Funds shall be made payable to United Metro Properties, Inc. (Agent). Rents received after the second day of the month are subject to a late charge of \$25.00, plus an additional late charge of \$10.00 per day thereafter. Checks returned by the bank are subject to an additional \$75.00 charge plus applicable late fees. All of these fees are deemed additional rent. At agent's option, tenant may be required to submit all payments on line or in the form of cashier's checks or money orders after one occurrence of a returned check from a financial institution. Tenant will be charged a service fee for the service of all legal notices pertaining to this lease. Agent reserves the right to determine the above fees as incurred by Agent. Agent retains the right to deduct outstanding charges first from funds received with the remainder applied to rent. Tenant agrees to reimburse Agent immediately for the rent that was tendered. Tenant acknowledges that if they voluntarily prepaid rent that they are not entitled to any refund of those sums until and unless the entire lease and all of the terms have been fully complied with. If tenant breaks the lease, the prepaid rent will be accounted for pursuant to AZ law."

4. **Deposits:** If Tenant is charged a cleaning fee, and the final cleaning costs exceed the total fee collected, then Agent shall collect the remaining balance from the refundable security deposit. Agent retains the right to deplete the security deposit due to allowable tenant charges, (examples: late charges, returned check charges, legal fees, landscaping maintenance). In this event the Tenant agrees to immediately restore the security deposit to the original amount paid within five days of receipt of written notice from Agent. Agent may, at Agent's option, terminate this Agreement upon Tenant's failure to comply with a written security deposit account deficiency notice. Tenant further understands that this deposit may not be used by the Tenant as a credit for rent owed including, but not limited to, Tenant's last month rent. The deposit will be returned to the Tenant in accordance with A.R.S. Section 33-1321 within the Arizona Landlord/Tenant Act. Tenant shall surrender the premises, and all keys, garage door opener remotes and personal property therein in a damage free and clean condition, except normal wear and tear. Tenant acknowledges that Agent will maintain a trust account for rents or security/cleaning deposits and Agent may place these deposits in interest bearing accounts. Any interest earned shall belong to Agent.

No animals such as dogs, cats, or other animals shall be maintained on these premises except by prior written consent of Agent. If prior written consent is given by Agent, an Animal Agreement Addendum shall be signed by Tenant and an Animal Deposit shall be pre-paid to Agent. **IF AN ANIMAL IS OBTAINED BY THE TENANT WITHOUT PRIOR APPROVAL FROM AGENT THE FULL SECURITY DEPOSIT SHALL BE FORFEITED AT AGENT'S OPTION.**

5. **Utilities:** Tenant shall furnish ALL utilities/services.

6. **Subletting of Property:** The Tenant shall not assign or sublet the premises or any part thereof without the written consent of the Agent. The Tenant agrees to use the premises solely as a personal residence.





7. Occupancy: The number of occupants shall not exceed ADULTS AND NO MINOR OCCUPANTS. Tenant shall not allow more than two guests for a maximum of seven (7) consecutive days to reside in the property. Guests remaining more than seven (7) days shall be considered additional occupants unless prior written consent is given by Agent. However, the total days for all guests residing in the property shall not exceed thirty days in any twelve (12) month period. Agent may, but is not obligated to, remove any unauthorized occupant as a trespasser; or, at Agent's election, Agent may require said unauthorized occupant to apply as a tenant and if approved by Agent, sign this lease. Should unauthorized occupant refuse to be bound by this lease, or refuse to leave on Agent's demand, as the case may be, Tenant agrees to pay, as additional monthly rent, the sum of TEN DOLLARS (\$10.00) for each day the unauthorized occupant remains on the premises.

8. Tenant's Inspection of Property: TENANT IS AWARE THAT THE MOVE OUT INSPECTION WILL BE A VERY THOROUGH AND DETAILED INSPECTION. THEREFORE, THE TENANT IS SOLELY RESPONSIBLE FOR NOTING ANY AND ALL DEFECTS, DAMAGES OR CLEANLINESS ISSUES IN WRITING EITHER ON THE MOVE IN INSPECTION. TENANT IS ALLOWED TO SUBMIT ADDITIONAL DEFECTS OR DAMAGES FOUND NO LATER THAN 7 DAYS AFTER THE LEASE COMMENCEMENT DATE. TENANT IS RESPONSIBLE FOR CONFIRMING AGENT'S RECEIPT OF ANY SUPPLEMENTAL MOVE IN INSPECTION DEFECTS/DAMAGES IN WRITING.

Tenants have inspected the premises and find the premises in good condition with no apparent defects and hereby agree to accept the premises in an "as is" condition. Any exceptions to be noted on the "Move-in Sheet" and delivered personally or by certified mail to the Agent within seven (7) days of occupancy date. Agent shall have the right to approve or deny any changes to the Move In Sheet within seven (7) days of receipt from tenant. If Agent does not receive a "Seven Day" update to the Move In Sheet from the Tenant, Tenant shall have been deemed to accept the premises as noted on the Move In Sheet.

9. Agent's Inspection: Except in the case of an emergency, or where notice shall be impracticable, or where the tenant has abandoned the premises, or where the tenant has submitted a written repair request, all as provided by law, the Agent shall have the right of reasonable access to the premises at all times for the purpose of inspection and showing the premises, upon giving to the Tenant two (2) days written notice of Agent's intent to so inspect.

10. Military Tenant: In the event the Tenant is a member of the United States Armed Forces on extended active duty as of the commencement date of this lease and receives either a permanent change of station (departing Maricopa County), is involuntarily relieved from active duty, retirement or separation, or receives a letter from the proper base authority directing tenant to live on base (this does not cover voluntarily moving into military family housing), then the Tenant may terminate this lease by giving at least 30 days written notice to Agent. There shall be attached to such notice a copy of official orders or a letter signed by the Tenant's Commanding Officer reflecting the change which warrants termination under this clause: NOTE: This paragraph applies to uniformed members of the Armed Forces only. If the unit is shared with non-military tenants, that are not military dependents of the military member, this lease will remain valid for said non-military tenants.

11. Vacate Notice: Tenant shall give Agent written notice of Tenant's intention to vacate the premises on or prior to the last rental due date of the original lease term via Agent's website or via email. This 30-day notice must be for one (1) full rental period, i.e., rent is due on the first of the month, so notice must be received prior to the 1st of the preceding month. Leaving keys in or on the Premises without prior agreement with Agent will not be considered returning possession to the Agent. In the event Tenant gives notice of their intent to vacate the premises, Tenant agrees to allow Agent to immediately install a For Rent or For Sale sign and show said residence to prospective tenants or purchasers with 48 hours prior notice. In addition, Agent shall be allowed to install an "MLS" lockbox to allow other Real Estate Agents to show said residence for lease or sale when Tenant is not home. **If Agent does not receive a notice to vacate from the Tenant, or if the Tenant does not sign a lease renewal agreement before the end of this lease (or any subsequent lease renewal), Tenant understands and agrees that this Agreement will automatically continue on a month-to-month basis under the same terms and conditions with a minimum rent increase of \$100.00 per month and a one-time non-refundable fee of \$150.00.**

12. Repair and Maintenance: Tenant shall maintain the premises in a clean, neat and undamaged condition and in particular, shall comply with all obligations of local building codes, maintain the premises which he occupies in a clean and safe condition, dispose of all ashes, rubbish, garbage and all other wastes in a clean and safe manner, keep and use all plumbing, electrical, sanitary, heating, ventilating, air conditioning and other facilities and appliances in a clean and reasonable manner so as not to disturb his neighbors nor to in anyway deface, damage or otherwise destroy any part of such premises. This includes monthly replacement of air conditioning filters. On a detached single-family residence, Tenant agrees that at Tenant's own expense, to keep the premises including, but not limited to the yard, shrubbery and swimming pool (if any) in the same condition and repair as at the beginning of the lease and to pay for any damages thereto, reasonable wear and tear excepted. Tenant is responsible for insect control. Lawns shall be watered adequately and shall be mowed weekly. Tenant to provide hoses, sprinklers and any equipment necessary to maintain lawn and grounds. All batteries and lightbulbs are the responsibility of the Tenant.

Tenant shall at all times comply with the requirements of applicable building codes, make all repairs necessary to keep the premises in a fit and habitable condition, subject to the ARLTA. Tenant shall make no alterations, additions or improvement to the property, either within or without, without Agent's prior written consent. No repairs are to be ordered with outside vendors by the Tenant without specific authorization of the Agent unless Tenant is personally prepared to pay for any and all such repairs and costs and subject to the ARLTA.

If in the opinion of Agent any maintenance/repair is not properly being maintained by Tenant, Agent may give fourteen days (or a shorter notice for any health or safety issues) notice to correct said condition. If after this time frame the condition is not remedied, the Agent may hire professional service to accomplish the same. Tenant agrees to pay the





charge each time per the terms contained in paragraph four (4) above. These amounts are deemed additional rent. Tenant further agrees that the notification to Agent for service of maintenance requests grants Agent authority to enter the unit during normal business hours for the purpose of that request.

TENANT SHALL BE RESPONSIBLE FOR FORTY (\$40.00) OF EACH AND EVERY REPAIR ITEM TO SAID PROPERTY WITH THE EXCEPTION OF REPAIRS NOTED ON MOVE-IN INSPECTION OR ITEMS SUBMITTED PER PARAGRAPH 8. HOWEVER, TENANT SHALL BE RESPONSIBLE FOR FULL COSTS FOR REPAIR AND/OR REPLACEMENT OF BROKEN GLASS, DRAIN BLOCKAGE (NOT CAUSED BY DEFECTIVE PLUMBING), AND ANY REPAIR/REPLACEMENT CAUSED BY THE TENANT'S NEGLIGENCE ON MAINTAINING THE PROPERTY PER PARAGRAPH 12. THIS SHALL INCLUDE ANY DAMAGE OR EXCESSIVE REPAIR COSTS DUE TO TENANT NOT REPLACING THE AIR CONDITIONING FILTER ON A MONTHLY BASIS. TENANT FURTHER AGREES THAT IF TENANT REFUSES TO ALLOW AN EMPLOYEE OR VENDOR OF THE AGENT TO ACCESS THE RESIDENCE WITH AGENT'S KEY, OR, IF TENANT SETS AN APPOINTMENT WITH ANY MAINTENANCE VENDOR AND DOES NOT SHOW, TENANT WILL BE CHARGED FOR EACH OCCURANCE BASED ON THE AMOUNT CHARGED ON THE VENDOR'S INVOICE.

13. Appliances: If Agent supplies freestanding appliances to Tenant with the premises, Agent shall not be responsible for loss or damage caused by failure of that appliance to operate properly; specifically, Agent shall not be responsible for food or other perishables should a refrigerator not operate properly or cease to operate properly from any cause subject to AZ law. Repairs and/or replacements of appliances shall be the responsibility of the AGENT, except where noted "AS IS" in paragraph 31. Tenant to advise Agent in the event any appliance ceases to operate, or not operate properly.

14. Indemnify: Tenant shall indemnify and hold harmless Agent and/or Owner from and against any and all claims, liability, penalties, damages, expense and judgments for injuries or accidents to persons or property of any nature and howsoever caused occurring on or about the leased premises during the lease term and any other period of occupancy, including all costs, expenses and attorney fees incurred by Agent in defense of any such claims, whether or not such claims are covered adequately by insurance, subject to AZ law.

15. Renter's/Tenant Liability Insurance: All tenants must provide proof they have a Renter's Insurance Policy. As a minimum coverage, all Tenants are automatically enrolled in the United Metro Property Tenant Liability Insurance Program at a cost of \$9.50 plus \$3.00 administrative fee per month, plus tax effective the commencement date for a minimum of one month. Tenants may opt out of the United Metro Property Tenant/Renter's Liability Insurance Program by providing Agent proof they have secured a Renter's Insurance Policy with Agent added as an additional insured. See Insurance Addendum for details.

16. Waiver: Failure of Agent to insist upon strict compliance with the terms of this agreement shall not constitute a waiver of Agent's rights to act on any violation or to insist on compliance with the terms of this agreement.

17. Joint Obligation: Where this agreement is signed by more than one person as tenants, all such persons shall be jointly and severally liable for the payment at the agreed rental rate and for the performance of all covenants to be kept by Tenant hereunder. Without limiting the obligations imposed by the foregoing, where more than one person is Tenant, rent and other charges shall be paid by a single instrument.

18. Default: The failure by either Tenant or Agent to fully perform under this agreement in any manner shall entitle either party to take all such actions against the defaulting party as shall be provided by law and except as may be provided by law, neither party shall be deemed to have waived any existing or future right to remedy by taking any such action. All costs, attorneys' fees, and other expenses of enforcing this agreement shall be paid to the prevailing party by the losing party. Further, if tenant defaults under the terms of this agreement, tenant shall be liable for all costs incurred by agent in re-leasing said property. Said costs shall include, but not be limited to, marketing and leasing fees, locksmith, utilities, cleaning, carpet cleaning, and landscape charges. Tenant shall pay as additional rent, \$100.00 as an administration fee to process any forcible detainer action caused by the tenant's noncompliance of lease agreement. If said forcible detainer action results in a judgment against the tenant, and the Agent agrees to reinstate this lease, a \$100.00 lease reinstatement fee shall be charged to the tenant and must be paid as a condition to reinstate this lease. Tenant agrees that in the event they default in this lease agreement and their account is turned over to a collection agency, they shall pay the 50% fee charged by the collection agency in addition to the full amount due the Agent for breach of the lease agreement.

19. Early Termination: Tenant understands and agrees that if Tenant terminates this lease prior to the expiration date, tenant will be responsible for all costs associated with holding the property until the date the property has been re-leased. In addition to monthly rental payments, the following costs may be applicable: utilities, pool maintenance, lock re-keying, professional cleaning, carpet cleaning, landscaping, painting as needed, maintenance requests as needed and marketing and leasing fees charged by Agent. The intent of this provision is to relieve the property owner of all costs associated with the tenant's early lease termination. Tenant understands that United Metro Properties, Inc. has a specific agreement with respect to early lease terminations, which must be signed and fees paid as an accommodation to the tenant.

20. Expiration/Notices: Tenant agrees that when the Lease expires, or when notice has been received by Agent of Tenant's intent to vacate on a given date, that Agent will rely on such notice and re-rent said premises. Tenant agrees to allow the property to be shown during the last 30 days of occupancy to prospective tenants, buyers or others with 48-hour notice by telephone (verified by a text) and/or email acknowledgement.

TENANT'S FAILURE TO VACATE PREMISES ON THE DATE GIVEN OR REQUIRED MAY CAUSE AGENT SIGNIFICANT LEGAL AND ECONOMIC PROBLEMS. TENANT AGREES TO OBTAIN PRE-APPROVAL IN WRITING TO HOLD OVER PAST THE AGREED DATE AND, IF APPROVED BY AGENT, PRE-PAY AGENT PRORATED RENT. IF HOLD OVER IS NOT APPROVED, AGENT COULD BE ENTITLED TO TWO MONTHS OF RENT AS A PENALTY FEE OR TO THE ACTUAL DAMAGES, WHICHEVER IS GREATER. IN THE EVENT OF ABANDONMENT, AGENT, WITHOUT ACCOUNTABILITY TO THE TENANT, IN THE EVENT TENANT ABANDONS ANY PERSONAL PROPERTY IN OR ON THE PREMISES, MAY DESTROY OR OTHERWISE DISPOSE OF SOME OR ALL OF THE PERSONAL PROPERTY IF THE AGENT REASONABLY DETERMINES THAT THE VALUE OF THE PROPERTY IS SO LOW THAT THE COST OF MOVING, STORAGE AND CONDUCTING A PUBLIC SALE EXCEEDS THE





TENANT UNDERSTANDS THAT THE FOLLOWING ITEMS, IF PRESENT, ARE NOT WARRANTED BY THE AGENT: MALIBU LIGHTS, LOAD CONTROLLERS, WATER SOFTENER AND/OR PURIFICATION SYSTEM. IN THE EVENT THERE IS A SOLAR HOT WATER AND IT FAILS, AGENT RESERVES THE RIGHT TO REPLACE THE SOLAR WATER HEATER WITH A CONVENTIONAL HEATER.

TENANT FURTHER ACKNOWLEDGES THAT:

- 1. TENANT HAS A RIGHT TO BE PRESENT DURING THE MOVE-OUT INSPECTION AT THE TIME THEY VACATE.
2. THE OWNER OF THIS PROPERTY HAS PREVIOUSLY REGISTERED THE PROPERTY WITH THE COUNTY ASSESSOR'S OFFICE.
3. THEY HAVE BEEN ADVISED THAT THEY CAN OBTAIN A COPY OF THE ARIZONA LANDLORD/TENANT ACT FROM THE OFFICE OF THE ARIZONA DEPARTMENT OF HOUSING (WWW.AZHOUSING.GOV).
4. THE UTILITY COMPANIES REPORT ALL DELINQUENT AND DIS-CONNECT NOTICES TO THE AGENT.
5. TENANT SHALL PAY A \$25.00 PROCESSING FEE IN ADDITION TO THE COST FOR SERVICE OF NOTICES TO AGENT FOR EACH VIOLATION RECEIVED FROM A MUNICIPALITY OR HOMEOWNERS ASSOCIATION.
6. NO MEDICAL MARIJUANA WILL BE KEPT, USED OR GROWN ON THE PREMISES.
7. TENANT SHALL FORWARD TO THE AGENT ANY NOTICE RECEIVED FROM ANY MUNICIPALITY (CITY, COUNTY, STATE, ETC).
8. TENANT SHALL REIMBURSE HOMEOWNER FOR ALL CHARGES RELATED TO A SECURITY SYSTEM FALSE ALARM THAT CAUSES THE POLICE TO SHOW UP AT THE HOME.
9. DURING THE LEASE TERM, IF THE PROPERTY OWNER'S INSURANCE COMPANY REQUIRES THAT ANY TENANT'S POSSESSION (I.E. TRAMPOLINE, WATERBED, ABOVE GROUND POOL, ETC.) WILL CAUSE THE OWNER'S INSURANCE POLICY TO BECOME INVALID, TENANT AGREES TO REMOVE SAID ITEM FROM THE PREMISES WITHIN TEN (10) DAYS (FIVE DAYS IF IT INVOLVES A HEALTH OR SAFETY ISSUE) AFTER RECEIVING WRITTEN NOTICE FROM THE AGENT AND PROVIDE PROOF OF SUCH REMOVAL.
10. ALL PARTIES ARE COMMITTED TO COMPLYING WITH ALL FAIR HOUSING LAWS AND THAT THE TENANT MAY NOTIFY THE BROKER IF THEY BELIEVE THAT A FAIR HOUSING VIOLATION HAS OCCURRED SO THAT THE BROKER CAN FULLY INVESTIGATE AND RECTIFY IT.

Tenant represents to the Agent that the total number of vehicles (including any company cars) is: _____ including a full description of the following other vehicles that will be kept on the property

(Year /Model/ Type/ Color/ License Plate Number and State, of car, boat, trailer, truck, RV, etc):

Table with 10 columns: Year, Model, Type, Color, State/License Plate #. It contains three rows of empty table headers for recording vehicle information.

Tenant has read and received a copy of this agreement, and associated addendums, if applicable, all of which are hereby incorporated into this agreement.

Accepted:

Tenant (Date)

Tenant (Date)

United Metro Properties, Inc. (Date)

Tenant (Date)

Agent

UPDATED 12-05-2018

